United States Court of Appeals

for the Second Circuit

APPENDIX

No. 76 4021

United States Court of Appeals

FOR THE SECOND CIRCUIT

NATIONAL LABOR RELATIONS BOARD,

Petitioner,

v.

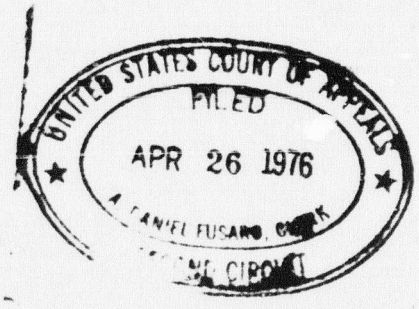
ROMAN CATHOLIC DIOCESE OF BROOKLYN AND ST. LEO'S PARISH, AS JOINT OPERATORS OF ST. LEO'S SCHOOL,

Respondents.

ON APPLICATION FOR ENFORCEMENT OF AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD

B/P/S

APPENDIX



ELLIOTT MOORE,
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Washington, D.C. 20570

ABS DUPLICATORS, INC.—1732 Eye Street, N.W.—Washington, D.C. 298-5537

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APPENDIX

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
WASHINGTON, D.C.

ROMAN CATHOLIC DIOCESE OF
BROOKLYN AND ST. LEO'S
PARISH, AS JOINT OPERATORS
OF ST. LEO'S SCHOOL

and

Case No. 29-CA-4135

LAY FACULTY ASSOCIATION,
LOCAL 1261, AMERICAN FEDERATION
OF TEACHERS, AFL-CIO

- - - - - - - - - - - - -

CHRONOLOGICAL LIST OF RELEVANT DOCKET ENTRIES

In the Matter of: Roman Catholic Diocese of Brooklyn and St. Leo's Parish, as Joint Operators of St. Leo's School

Case No. : 29-CA-4135

12. 4.74	Charge filed
3.28.75	Complaint and Notice of Hearing, dated
4. 8.75	Respondent St. Leo's Parish Answer, received
4. 8.75	Answer of Respondent Roman Catholic Diocese of Brooklyn, received
5.14.75	Hearing Opened
5.16.75	Hearing Closed
8.20.75	Administrative Law Judge's Decision issued
9.24.75	Respondents Exceptions to the Administrative Law Judge, received
10. 8.75	General Counsel's Cross-Exceptions to the Decision of the Administrative Law Judge, received
11.26.75	Decision and Order of the National Labor Relations Board, dated

[August 20, 1975]

* * * * *

DECISION

Statement of the Case

John P. von Rohr, Administrative Law Judge: Upon a charge filed on December 4, 1974, the General Counsel of the National Labor Relations Board, by the Regional Director for the Twenty-Ninth Region (Brooklyn, New York), issued a complaint on March 28, 1975, against Roman Catholic Diocese of Brooklyn and St. Leo's Parish as joint operators of St. Leo's School, herein called the Respondents, alleging that they had engaged in certain unfair labor practices within the meaning of Section 8(a)(1) of the National Labor Relations Act, as amended, herein called the Act. The Respondents filed answers denying the allegations of unlawful conduct alleged in the complaint.

Pursuant to notice, a hearing was held in Brooklyn, New York, on May 14, 15 and 16. Briefs were received from the General Counsel and the Respondents on June 23, 1975, and they have been carefully considered.

Upon the entire record in this case, and from my observation of the witnesses, I hereby make the following:

Findings of Fact

I. Jurisdiction

Respondents contest the jurisdiction of the Board. Inasmuch as Respondent St. Leo's Parish itself does not meet the Board's jurisdictional standards, largely for the purpose of asserting jurisdiction it is the contention of the General Counsel, and the complaint alleges, that Respondents Catholic Diocese of Brooklyn and St. Leo's Parish jointly operate and maintain St. Leo's School and that they constitute a joint-employer of the lay faculty employees at said school. Respondents deny that there is a joint-employer relationship. However, the parties stipulated that during the year preceding the hearing, Respondent

Diocese had gross revenues from tuition fees and other sources in excess of $1,000,000 and that during the same period it received various supplies directly from points outside the State of New York valued in excess of $50,000. (Respondent Diocese is a New York corporation with its facilities located in Brooklyn, New York.)

St. Leo's School of St. Leo's Parish is one of the 185-190 parish operated primary schools in the Diocese of Brooklyn. Brother Medard Shea, employed by the Diocese as assistant superintendent of schools for teacher personnel in the Catholic Schools' office, testified that the parishes are a unit of the Diocese and that the number and geographic boundaries of the parishes are determined by the Diocese proper. The administrative head of each parish is a Pastor, also called a Rector, who is appointed by a Diocese Personnel Board. He must also be approved by, and is responsible to, the Bishop of the Diocese. The assignment of Assistant Pastor and other Priests are also made through the Diocese Personnel Board.

The appointemnt of the majority of the parish operated primary school principals are made by the Religious Order affiliated with the school, in this case the Gray Nuns of the Sacred Heart. However, Brother Shea testified that in the few instances where there are lay principals, the school's office "builds a file on them and makes their names available to the Pastor."

The Catholic Schools' office recruits applications of prospective teachers and maintains them in its files. When vacancies occur or positions become available, the Schools' office sends four or five referrals to the schools for interviews and the school will select the teacher on the basis of such referrals. Although on occasion a school may hire a teacher on the basis of one teacher knowing and referring another, Brother Shea testified that "the vast majority are hired through the Schools' office just on the fact we have them."[1] When teachers

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[1] He also testified that the Schools' office are notified in those instances when the individual schools hire a teacher directly. In this connection, two teachers initially hired by St. (continued)

are hired they sign a contract of employment (set forth in a Diocese Personnel Handbook, described below) which is headed "Catholic Diocese of Brooklyn" providing, *inter alia*, that they be paid according to the Diocesean Salary Schedule and that they agree "to observe and enforce the rules prescribed by the Pastor and Principal and the regulations of the Brooklyn Diocesean Schools Office . . ."

The salaries and fringe benefits costs at St. Leo's School are paid by St. Leo's Parish. However, in this connection it is noteworthy that although St. Leo's Parish is fully self-supporting, other parishes within the Brooklyn Diocese are not financially self-supporting and are provided with direct financial aid by the Diocese. All parishes are "taxed" by the Diocese on the basis of a certain percentage of their total income.

The Diocese Catholic Schools' office prepares a Personnel Handbook for elementary schools which it distributes to each school, with a copy for all lay and religious staff members. This booklet sets forth terms and conditions of employment and salaries for the parish school teachers. Included therein are the terms and conditions pertaining to such subjects as hiring procedures, fringe benefits, sick leave, maternity leave, leaves of absence, retirement, performance evaluation, job stability, professional growth, renewal and termination of employment (with appeal procedure to an Appeal Board for termination or suspension), credit for teaching experience, school staff categories, and the like. While Brother Shea testified that the Handbook procedures are in the nature of recommendations rather than binding, it appears from the record that the procedures, terms and conditions of employment and salary schedules as set

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[1] (continued)
Leo's testified that they were required to be interviewed at the Diocesean Office in Brooklyn prior to starting as teachers.

forth in the Handbook are generally followed by the parish schools, it being the exception rather than the rule that they are not.[2]

Insofar as fringe benefits are concerned, the school teachers are covered by a Group Medical Insurance and Life Insurance Plan undertaken between the Equitable Life Insurance Society of the United States and the Roman Catholic Diocese of Brooklyn, New York. Other miscellaneous areas of collaboration between the Diocese and the parish schools including St. Leo's, are the following. The Diocese prepares and distributes elementary school calendars setting forth official and religious holidays; although job evaluations are conducted at the parish school level, copies of the evaluations are submitted to the Diocese Schools' office where they are retained in the teacher's personnel files;[3] textbooks selected by the teachers are taken up with the Diocese Schools' office for approval prior to being ordered; and the financial data of the individual parish schools are included in the Diocesean Financial Report, which is published and publicly circulated by the Diocese.

From all the foregoing it is clear that the Roman Catholic Diocese of Brooklyn maintains a significant degree of control over the schools, including the terms and conditions of employment of the teachers, and that it represents itself, with the parish schools, including Respondent St. Leo's, as an integrated enterprise. Accordingly, I find that Respondents satisfy the Board's standards for the purposes of asserting jurisdiction. The Board has so held in a substantially similar situation. *Roman Catholic Archdiocese of Baltimore, Archdiocesean High Schools*, 216 NLRB No. 54. See also *Henry M. Hald High School Association and Roman Catholic Diocese of Brooklyn*, 216 NLRB No.

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[2] For example, Brother Shea testified that some parish elementary schools do not pay as high as the scales in the Handbook because of lack of financial resources.

[3] This procedure is followed by St. Leo's School, according to the unrefuted testimony of teacher Dennis Farrell.

94; *Henry M. Hald High School Association, Roman Catholic Diocese of Brooklyn and the Sisters of Saint Joseph*, 216 NLRB No. 93; and *Henry M. Hald High School Association and the Sisters of Saint Joseph*, 213 NLRB No. 15. I find that Respondents are joint-employers engaged in commerce within the meaning of Section 2(2), 6 and 7 of the Act.

II. The Labor Organization Involved

Lay Faculty Association, Local 1261, American Federation of Teachers, AFL-CIO, herein called the Union, is a labor organization within the meaning of Section 2(5) of the Act.

III. The Unfair Labor Practices

A. Organizational Activities
Appropriate Unit;
Majority Status

The Union commenced an organizational campaign among the employees beginning in about late October or early November 1974. These organizational activities were conducted among the employees in the following unit, which the complaint alleges, and I find, to be an appropriate bargaining unit:[4]

> All full-time and regular part-time lay faculty employees employed at St. Leo's School exclusive of teachers who are members of religious orders, office clericals, maintenance employees, teachers' aides and all other employees and supervisors as defined in the Act.

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[4] Although Respondents' answer denies the appropriateness of the unit, they have apparently abandoned this position since they advanced no argument in their brief as to why the above unit is not appropriate; and although Respondents' counsel did state at the hearing that members of religious orders should be included, the Board has found that members of religious orders may be excluded from the unit. *Roman Catholic Archdiocese of Baltimore, Archdiocesean High Schools, supra.*

The record reflects, without dispute, that 8 out of 12 employees signed union authorization cards prior to November 23, 1974. By letter of that date, the Union sent a letter to Sister Mary Denis, the principal of St. Leo's School, claiming majority and requesting recognition. By letter dated December 3, 1974, the Sister advised the Union that she believed that the Union did not represent a majority and that therefore recognition was declined.

B. Interference, Restraint and Coercion

It is undisputed that Dennis Farrell, employed as a teacher at St. Leo's School for 7 years, was the leading union adherent and was responsible for the organizing activities. He in fact bears the title of Union Delegate. Farrell sought to organize the employees in 1973, but after holding a meeting with a group of teachers at that time decided to abandon the campaign because of insufficient support. However, during the period between 1973 and 1974, he periodically received literature at the school from the Union. Due to the mail distribution system at the school, it is undisputed that Sister Mary Denis was aware of his interest in the Union.

Sister Denis received the Union's letter of November 23, 1974, requesting recognition, on November 27, 1974. This was the first she learned of the then current union activity. On December 2, 1974, an incident occurred wherein she ascertained that several of the teachers had become upset because of the union activities due to the fact that they had not been apprised that such activities were taking place.[5] In any event, Sister Denis called Farrell into her office after school on December 4, 1974. Present also was Kathleen Dietsche, the assistant principal,[6] whom Sister Denis testified she asked to be present as

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[5] The details of this incident are not of particular significance and need not be related herein.

[6] Although bearing this title, the parties stipulated that Dietsche is not a supervisor within the meaning of the Act. She is chiefly engaged as a teacher.

a witness to the conversation. Sister Denis concededly knew that Farrell was the Union Delegate and testified that she called him in at this time because she wanted to tell him "what my stand on [the Union] was, what my thoughts were regarding the [recognition] letter and regarding an outside organization coming into the school . . ."

Certain aspects of the above meeting, during which Sister Denis did most of the talking, are not in dispute. Thus, she began by telling Farrell that she was aware that some of the teachers had gotten together and were interested in having an "outside organization" come into the school, but that she believed that this would be detrimental to the school, devisive of the faculty, and that she would do everything within the law to prevent the outside organization from coming into the school. She then went on to explain in some detail the various benefits which the teachers were currently receiving, including salary raises they had received in the past, adding that she "couldn't understand anything that an outside organization could give that they already didn't have." She also stated that there were no other elementary schools in the Diocese that were represented by an outside organization, to which Farrell responded that this was not true of some high schools. She further stated that "when a group calls in an outside organization individuals will have somebody to speak for them and they do lose their individual rights because they have somebody speaking for them."[7]

There is a dispute in the testimony, which I turn to now, as to whether any coercive statements were made during the conversation. Thus, Farrell testified that during their conversation Sister Denis further stated as follows:

> I am not quoting verbatim, but, she said something like what do you expect to get from this outside organization and

[7] The quotation is from Sister Denis' testimony.

> I said that I wanted some job security and Sister said, there could be no job security because if the outside organization came into the school, the school would close and I said, "I wanted a tenure system" and she went on to talk about dedication to the job and that we should be teaching for Christ and if I wanted more money I should go elsewhere.

Farrell further testified that during the conversation she also stated that "several high schools had closed since — I think the number was four, four Diocesean high schools had closed since the Union was put into the high schools."

On direct examination Sister Denis testified that during this meeting "I mentioned that there could be no job security if the schools weren't open and operating. There would be job security only if they were open and operating. I said that an outside organization would not guarantee that they would have this job security." In response to questioning by counsel on direct examination, Sister Denis denied making any reference about the school closing if the Union came in or that she made any statement to the effect that the school would close if the Union made unreasonable demands or demands of any kind. However, inconsistently with the foregoing, the following is her testimony on cross-examination.

> Mr. Farrell mentioned a few things, and he came out with — he didn't say much during the whole thing, but he came out with three things, I believe.
>
> One was money, and I said something to the effect that if there were too many demands from an outside organization upon the school, and the school couldn't meet these demands, that possibly the school would have to close. Schools, I think.

As will be indicated below, there was at least another significant aspect of Sister Denis' testimony which is patently demontrative of her mistaken recollec-

tion as to her statements to Farrell and later statements to the other teachers. Farrell impressed me as an intelligent and reliable witness. From my observation, I do not believe his testimony to have been fabricated. Accordingly, I credit his testimony as previously quoted above.[8]

I also credit Farrell's testimony that during the meeting Sister Denis advised him that he had excellent potential for leadership but that he was moving in the wrong direction and was "hurting his chances."

On the following day, December 4, 1974, Sister Denis addressed an assembly of all the teachers at a regularly scheduled faculty meeting. After first discussing routine school matters, she turned to the subject of the Union stating much as she had stated to Farrell on the preceding day. She began by stating that it had come to her attention that the lay faculty was attempting to bring in an outside organization and that she would do anything with her power to stop it because it would be "detrimental to the school" and devisive of the faculty."[9] There is a conflict in the testimony as to whether Sister Denis said anything about the school closing in the event of unionization. Dennis Farrell and Annette Di Rocco, the latter a seventh grade teacher, whose testimony was substantially corroborative, testified that at this meeting Sister Denis stated that if job security was what the teachers wanted, if the outside organization was brought into the school, the school would not be able to meet the demands of the outside organization and the school would close. Teacher Diane Mayo testified that she recalled a statement being made by the Sister to the effect that "if we took part in union activities the school

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[8] Kathleen Dietsche, who was present, also testified concerning this meeting. Dietsche was not asked on direct examination if Sister Denis said anything about closing the school. When so queried on cross-examination Dietsche merely testified, "Sister referred, I believe, to high schools, to Diocesean high schools that had been open, and some had closed."

[9] The quotations above are from the testimony of Sister Denis.

would close." Katherine Soldt, a teacher and a witness for the Respondents, testified that she did not hear anything about closing St. Leo's, but that Sister Denis did state, "If it is job security you want there is only one thing that is important, you cannot have job security unless the schools are open." Teacher Jeanne Van Valen, also Respondents' witness, testified that Sister Denis stated, in the context of discussing job security, that the teachers would only have a job if the schools were open. Sister Denis testified that when she brought up the subject of job security, she made a statement to the effect that "jobs are only secure when the schools are open and operating, that an outside organization could not promise job security . . ." However, indicative of a hesitant or faulty recollection on the subject is here following testimony on the cross-examination:

Q. I believe you stated that you did not mention, for example, the school closing?

A. No, I did not.

Q. You didn't use the word closing?

A. Not at that meeting.

Q. Okay.
And I believe you also said that you didn't use the expression last one hired, first one fired?

A. No, I did not.
In the context of the closing, they might have gotten -- in the context of closing I did not mention closing.
What might have been taken up was there were -- I said something to the effect there had been 9 Diocesean high schools, now there are only 5, but that was in the context of job security.

Upon consideration of all the testimony concerning the subject of school closing, and from my observation of the witnesses, I credit the testimony of

Farrell and Di Rocco as above set forth.

Five teacher witnesses (Farrell, Metos, Mugno, Gatto and Di Rocco) testified that during the meeting Sister Denis, addressing her remarks to three new teachers, stated that if an outside organization was brought into the school, the last teacher hired would be the first to be fired. Not only did Sister Denis deny making any such statement on direct examination, but as seen in the quoted testimony above, this denial was repeated during the first part of cross-examination. Later, however, it was brought out that in her pretrial affidavit, Sister Denis stated as follows: "When I was talking about job security, I mentioned it was an outside organization's policy that the last to be hired would be the first to let go." In view of the foregoing, plus the testimony of five witnesses, there can be little doubt, and I find, that the statement in question was made.

As to other statements made during the December 4 faculty meeting, Sister Denis testified that her address to the teachers at this time was of substantially the same content as her conversation with Farrell on the preceding day.

B. Additional Facts; Conclusions

The complaint alleges that Respondent St. Leo's School violated Section 8(a)(1) of the Act by creating the impression among its employees that it was keeping them under surveillance. In support of this allegation the General Counsel relies on Farrell's testimony, which I credit, to the effect that in June 1974, during an evaluation conference with Sister Denis, she stated that she was aware that there had been a meeting of teachers that concerned itself with bringing in an outside organization and further, that she was aware that he had received mail from the Lay Faculty Association because she had put it in his mailbox. With reference to the holding of a meeting, it appears that the only organizational meeting at this point was one which had been held during an organizational effort the preceding year. As to the receipt of mail, it is

undisputed that mail delivered to the school, where Farrell received some union literature, was received and informally distributed in a bank of open mailboxes for the individual teachers. In fact, Farrell personally placed the Union's letter requesting recognition in Sister Denis' open mailbox. Under the circumstances, it could hardly come as a surprise to Farrell that others at the school, including Sister Denis, were aware that he had been receiving mail from the Union. The fact that she so apprised him does not, in my opinion, warrant a finding that Respondent thereby unlawfully created an impression of surveillance. I would reach the same conclusion as to a remark, which Sister Denis conceded making during the December 4, 1974, meeting to the effect that she felt hurt because she had learned the outside activities had been conducted in secret. In this connection, it appears that a day or two before the meeting the Sister was voluntarily apprised by Katherine Soldt, a teacher, that the organizational activities had not been conducted openly among all the teachers. Under the circumstances, I find no merit to the General Counsel's contention that the foregoing remark was violative of Section 8(a)(1) of the Act under the theory that it created the impression of unlawful surveillance. The General Counsel also contends that Sister Denis' remark to the teachers that under union policy "the last ones hired would be the first ones fired" was in violation of Section 8(a)(1) of the Act. I do not agree; for although this may have been intended as a strong talking point against the Union, I hardly think the statement to be inherently coercive.

Clearly violative of the Act, however, were the remarks which Sister Denis first made in her private discussion with Farrell and which she repeated during the all-teacher meeting on the following day about the school closing in the event the Union was selected as the employees' bargaining representative. However phrased, this was tantamount to a clear prediction that this in fact would occur in the event that the school became organized. Indeed, although the remarks at the all-teacher meeting included a reference to union demands, it is

clear that at this point not only was there a complete absence of any union demands, but there is no showing that Respondent had any indication what the Union would demand if successful. In this connection in *N.L.R.B. v. Gissel Packing Company*, 395 U.S. 575 and the related *Sinclair* case, 395 U.S. 571, stated as follows:[10]

> Thus, an employer is free to communicate to his employees any of his general views about unionism or any of his specific views about a particular union, so long as the communications do not contain a "threat of reprisal or force or promise of benefit." He may even make a predictions as to the precise effects as he believes unionization will have on his company. In such a case, however, the prediction must be carefully phrased on the basis of objective fact to convey an employer's belief as to demonstrably probable consequences beyond his control or to convey a management decision already arrived at to close the plant in case of unionization. See *Textile Workers v. Darlington Mfg. Co.*, 380 U.S. 263, 274, n. 20, 58 LRRM 2657 (1956). If there is any implication that an employer may or may not take action solely on his own initiative for reasons unrelated to economic necessities and known only to him, the statement is no longer a reasonable prediction based on available facts but a threat of retaliation based on misrepresentation and coercion, and as such without the protection of the First Amendment. We therefore agree with the court below that "conveyance of the employer's belief, even though sincere, that unionization will or may result in the closing of the plant is not a statement

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[10] 72 LRRM pages 2497-2498. See also *Blaser Tool and Mold Co.*, 196 NLRB No. 45.

> of fact unless, which is most improbable, the eventuality of closing is capable of proof." 397 F.2d at 160, 68 LRRM 2720. As stated elsewhere, an employer is free only to tell "what he reasonably believes will be likely economic consequences of unionization that are outside his control," and not "threats of economic reprisal to be taken solely on his own volition." *N.L.R.B. v. River Togs, Inc.*, 382 F.2d 198, 202, 65 LRRM 2987 (C.A. 2, 1967) . . . .
>
> . . . that the Board has often found that employees, who are particularly sensitive to rumors of plant closings, [case citations omitted] take hints as coercive threats rather than honest forecasts.

I further find violative of Section 8(a)(1) Sister Denis' statement to Farrell that although he had excellent potential for leadership, he was moving in the wrong direction and thus was "hurting his chances." It hardly need be said that the statement contained a clear threat to this employee that he would hurt his chances for advancement if he persisted in his union activities. Finally, and as has been previously noted, during the same conversation Sister Denis asked Farrell what he would expect to obtain from the outside organization. In the context of the entire conversation, I find this to constitute unlawful interrogation and to be further violative of Section 8(a)(1) of the Act.

C. The Bargaining Order

The General Counsel asserts that the unfair labor practices, as found herein, are so substantial as to make a fair election impossible. Accordingly, he urges that a *Steel-Fab* bargaining order is warranted.[11] In view of substantial

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[11] *Steel-Fab, Inc.*, 212 NLRB No. 25, wherein the Board held that in a *Gissel* type case it was unnecessary to predicate a bargaining order on an 8(a)(5) violation. In issuing a

(continued)

Board precedent on the matter, I must agree. The serious threat made to all the teachers that the school would be closed in the event the Union was selected as the bargaining agent has been held to be "of such gravity as to render a reliable election unlikely, even if the Employer were to discontinue his unlawful conduct." *General Stencils, Inc.*, 195 NLRB 1109.[12] In addition, and of an equally serious nature, was Respondents' threat to the leading union adherent that he would be hurting his chances for advancement if he persisted in his union activities. Clearly, both threats fall within the second category defined in the *Gissel* case, *supra*, of "less extraordinary cases marked by less pervasive practices which still have the tendency to undermine majority strength and impede the election processes."

In sum, I am persuaded and find that Respondents' unlawful conduct, as found herein, precludes the holding of a fair election in which the employees can exercise their free choice and that therefore a bargaining order is warranted.

IV. The Effect of the Unfair Labor Practices Upon Commerce

The activities of the Respondents set forth in section III, above, occurring in connection with the operation of Respondents described in section I, above, have a close, intimate and substantial relationship to trade, traffic and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. The Remedy

Having found that Respondents have engaged in certain unfair labor practices, I shall recommend that they be ordered to cease and desist therefrom

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[11] (continued)
bargaining order to remedy an employer's violations of Section 8(a)(1) which were found to have dissipated a union's majority and to have prevented a fair election, the Board found that it would serve no real purpose to additionally find a violation of Section 8(a)(5) of the Act.

[12] See also *Idaho Candy Company*, 218 NLRB No. 52.

and take certain affirmative action designed to effectuate the policies of the Act.

It is further recommended that Respondents be ordered to recognize and bargain with the Union as the exclusive collective-bargaining representative of the employees in the above-described bargaining unit.

In view of the seriousness of Respondents' violations of Section 8(a)(1) of the Act, which strike at the very heart of the Act and constitute conduct from which a likelihood of recurrence of similar violations may be inferred, I shall recommend that Respondents be ordered to cease and desist from in any manner, interfering, restraining or coercing employees in the exercise of rights guaranteed in Section 7 of the Act.[13]

Conclusions of Law

1. The Respondents are a joint employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. All full-time and regular part-time permanent lay faculty employees of Respondents, employed at St. Leo's School exclusive of teachers who are members of religious orders, office clericals, maintenance employees, teachers' aides and all other employees constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

4. Lay Faculty Association, Local 1261, American Federation of Teachers, AFL-CIO, has been since December 3, 1974, and is, the exclusive representative of all the employees in the above-described unit within the meaning of Section 9(a)(of the Act.[14]

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[13] *N.L.R.B. v. Entwistle Mfg. Co.*, 120 F.2d 532 (C.A. 4, 1941); *American Motors Corporation*, 214 NLRB No. 75.

[14] With respect to the effective date of the bargaining order, as indicated above, see *Trading Post, Inc.*, 219 NLRB No. 76.

5. By threatening employees that they will close St. Leo's School if the employees select the Union as their bargaining representative, by threatening employees that they will not be promoted if they continue their union activities, and by interrogating employees concerning their union activities and interests, Respondents have engaged in, and are engaging in, unfair labor practices within the meaning of Section 8(a)(1) of the Act.

6. The aforesaid unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

Upon the basis of the foregoing findings of fact, conclusions of law and upon the entire record in this case and pursuant to Section 10(c) of the Act, I hereby make the following.[15]

Recommended Order

Respondents Roman Catholic Diocese of Brooklyn and St. Leo's Parish as joint operators of St. Leo's School, their officers, agents, successors and assigns, shall:

1. Cease and desist from:

(a) Threatening employees that they will close St. Leo's School if they select the Union as their bargaining representative, and threatening employees that they will not be promoted if they continue to support the Union.

(b) Interrogating employees concerning their union activities and sympathies.

(c) In any other manner interfering with, restraining or coercing employees in the exercise of their rights under Section 7 of the Act.

2. Take the following affirmative action which is necessary to effectuate the policies of the Act.

(a) Upon request, recognize and bargain with Lay Faculty Association, Local 1261, American Federation of Teachers, AFL-CIO, as the exclu-

[15] In the event no exceptions are filed as provided by Section 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and the recommended Order herein shall, as provided in Section 102.48 of the Rules and Regulations be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

sive representative of the employees in the following appropriate unit, and if an understanding is reached, embody such understanding in a signed agreement:

> All full-time and regular part-time permanent lay faculty employees of Respondents, employed at St. Leo's School exclusive of teachers who are members of religious orders, office clericals, maintenance employees, teachers' aides and all other employees and all supervisors defined in Section 2(11) of the Act.

(b) Post at St. Leo's School in Brooklyn, New York, copies of the attached notice marked "Appendix."[16] Copies of said notice on forms provided by the Regional Director for Region 29, after being duly signed by Respondents' authorized representatives shall be posted by them for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondents to insure that said notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director for Region 29, in writing, within 20 days from the date of this Decision what steps Respondents have taken to comply herewith.

It is further ordered that the complaint be dismissed as to any allegations of unlawful conduct not specifically found herein.

Dated at Washington, D.C.

/s/ John P. von Rohr

John P. von Rohr
Administrative Law Judge

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16 In the event that the Board's Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall be changed to read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

FORM NLRB-4727
(5-69)

APPENDIX

ID-452-75

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
AN AGENCY OF THE UNITED STATES GOVERNMENT

WE WILL NOT threaten our employees that we will close ST. LEO'S SCHOOL, or that they will lose opportunities for promotion, if they engage in activities on behalf of LAY FACULTY ASSOCIATION, LOCAL 1261, AMERICAN FEDERATION OF TEACHERS, AFL-CIO.

WE WILL NOT question our employees about their union activities or sympathies.

WE WILL, upon request, recognize and bargain with the above-named Union as the exclusive collective-bargaining representative of the employees in a unit of all full-time and regular part-time permanent lay faculty employees employed at ST. LEO'S SCHOOL exclusive of teachers who are members of religious orders, office clericals, maintenance employees, teachers' aides and all other employees and all supervisors as defined in the Act, respecting rates of pay, wages, hours, and other terms and conditions of employment, and, if an understanding is reached, embody such understanding in a signed agreement.

WE WILL NOT in any other manner, interfere with, restrain or coerce employees in the exercise of their rights to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing, to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, or to refrain from engaging in any or all such activities.

ROMAN CATHOLIC DIOCESE OF BROOKLYN AND ST. LEO'S PARISH, AS JOINT OPERATORS OF ST. LEO'S SCHOOL
(Employer)

Dated _____ By _____
(Representative) (Title)

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, Fourth Floor, 16 Court Street, Brooklyn, N.Y. 11241 (Tel. No. 212-596-3535).

(9)

[September 24, 1975]

* * * * *

RESPONDENTS EXCEPTIONS TO THE ADMINISTRATIVE LAW JUDGE'S DECISION

Pursuant to Section 102.46 of the Board's Rules and Regulations, Series 8, as amended, the undersigned Counsel for Respondents files the following statement of exceptions to the decision and ruling of Administrative Law Judge John P. von Rohr, which was issued on August 20, 1975, in the above matter.

I. It is submitted that the Administrative Law Judge erred:

1. By his finding that the Roman Catholic Diocese of Brooklyn maintains a significant degree of control over St. Leo's School (4 JD 16-20).

2. By his finding that the Roman Catholic Diocese of Brooklyn and St. Leo's School are integrated enterprises (4 JD 16-20).

3. By his finding that the Roman Catholic Diocese of Brooklyn and St Leo's School are joint employers enjoined in commerce within the meaning of Section 2(2), 6 and 7 of the Act (4 JD 28-30).

4. By his failure to find that St. Leo's Parish and School are not joint employers with the Roman Catholic Diocese of Brooklyn as shown by the overwhelming testimony of the record and his failure to dismiss the complaint in its entirety because of the failure of St. Leo's Parish or School to meet the Board's jurisdictional standards (4 JD 16-30).

5. By crediting the testimony of witnesses Farrell and DiRocco concerning the purported comment of Sr. Denis of the closing of schools (9 JD 25-28).

6. By finding that Sr. Mary Denis at the meeting with Farrell on December 3rd and at the meeting with the teachers on the following day, made a clear prediction that St. Leo's School would close in the event the union was selected as the bargaining representative (11 JD 1-13).

7. By failing to find that Sr. Mary Denis', Principal of St. Leo's School, comment with respect to the closing of schools was a prediction based upon

existing facts within the permissible limits of *N.L.R.B. v. Gissel Packing Co.*, 395 U.S. 575.

8. By failing correctly to analysize and apply the doctrine of *Gissel, supra,* to the facts of the present case.

9. By finding that Sr. Mary Denis stated to Farrell that he was moving in the wrong direction and was hurting his chances in violation of Section 8 (a)(1) of the Act (12 JD 1-6).

10. By finding that Sr. Mary Denis' question as to what he expected to obtain from union representation was in violation of Section 8(a)(1) of the Act (12 JD 6-11).

11. By his determination that Sr. Mary Denis made a serious threat to all the teachers that the school would close and that such threat was of such gravity as to require a bargaining order in violation of Section 8(a)(1) of the Act (12 JD 18-23).

12. By his determination that Farrell was threatened that his union efforts were hurting his chances for advancement and that such threat supported his determination that a bargaining order was warranted (12 JD 1-6, 23-29).

13. By finding that a fair election could not be held (12 JD 31-34).

14. By failing to dismiss the case in its entirety because the testimony and evidence in the record does not support a finding that Respondents violated the Act in any respect.

Dated: New York, New York
September 24, 1975

Respectfully submitted,

LORENZ, FINN, GIARDINO & LAMBOS
Attorneys for Respondents
25 Broadway
New York, New York 10004
(212-943-2470)

Of Counsel
James A. Flynn

[November 26, 1975]

* * * * *

DECISION AND ORDER

On August 20, 1975, Administrative Law Judge John P. von Rohr issued the attached Decision in this proceeding. Thereafter, Respondents filed exceptions and a supporting brief, and General Counsel filed an answering brief and cross-exceptions and a supporting brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings, and conclusions of the Administrative Law Judge and to adopt his recommended Order, as modified herein.

The Administrative Law Judge found that Respondents unlawfully threatened to close the school if the Union was selected as bargaining representative; threatened the leading employee union adherent that he would be hurting his chances for advancement if he persisted in his union activities; and interrogated the same union adherent by asking what he would expect to obtain from the outside organization. Such unfair labor practices, in the view of the Administrative Law Judge, are so substantial as to preclude the holding of a fair election and warrant issuance of a bargaining order.

While we agree with the Administrative Law Judge that a bargaining order is warranted, we do so for the additional reason that, as alleged in the complaint, Respondents, on or about December 3, 1974, unlawfully refused, and have continued to refuse, to recognize and bargain collectively with the Union as the exclusive bargaining representative. As found by the Administrative Law Judge, the record shows that 8 out of 12 employees in an appropriate unit of lay faculty signed authorization cards prior to November 23, 1974, the date

the Union sent a letter to Sister Mary Denis, the principal of St. Leo's School, claiming majority status and requesting recognition. Thereafter, on December 3, 1974, Sister Mary Denis declined recognition on grounds that the Union did not represent a majority. On December 4, 1974, and thereafter, Sister Mary Denis engaged in conduct involving unlawful threats and interrogation as set forth above.

Based on the foregoing, we find that Respondents, by refusing to recognize and bargain with the Union on and after December 3, 1974, and by embarking instead upon a course of unfair labor practices designed to destroy the Union's majority status and preclude the holding of a fair election, violated Section 8(a)(1) of the Act, as alleged in the complaint.[1]

Based on the foregoing and the entire record herein, we make the following:

Additional Conclusion of Law

Conclusions of Law 5 and 6 in the attached Administrative Law Judge's Decision are renumbered 6 and 7, respectively, and the following Conclusion of Law 5 is added:

"5. Respondents engaged in unfair labor practices in violation of Section 8(a)(1) of the Act by refusing on or about December 3, 1974, and at all times thereafter, to recognize and bargain with the Union in the above-described unit."

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order

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[1] *N.L.R.B. v. Gissel Packing Co., Inc.*, 395 U.S. 575 (1969); *Trading Port, Inc.*, 219 NLRB No. 76 (1975). Member Fanning would find that by such conduct Respondents violated Sec. 8(a)(5) and (1) of the Act notwithstanding that the complaint alleged the refusal to bargain to be a violation of Sec. 8(a)(1). The violation is clear and the issue was litigated and can therefore be found.

of the Administrative Law Judge, as modified below, and hereby orders that the Respondents, Roman Catholic Diocese of Brooklyn and St. Leo's Parish, as Joint Operators of St. Leo's School, Brooklyn, New York, their officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order, as modified herein:

1. Renumber paragraph 1(c) as 1(d) and insert the following as paragraph 1(c):

"(c) Failing and refusing to recognize and bargain collectively, upon request, with Lay Faculty Association, Local 1261, American Federation of Teachers, AFL-CIO, as the exclusive representative of its employees in the appropriate unit described below. The appropriate bargaining unit is:

> All full-time and regular part-time permanent lay faculty employees of Respondents, employed at St. Leo's School, exclusive of teachers who are members of religious orders, office clericals, maintenance employees, teachers' aides and all other employees and all supervisors defined in Section 2(11) of the Act."

2. Substitute the attached notice for that of the Administrative Law Judge.

Dated, Washington, D.C. Nov. 26, 1975.

John H. Fanning, Member

Howard Jenkins, Jr., Member

John A. Penello, Member

NATIONAL LABOR RELATIONS BOARD

(SEAL)

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

WE WILL NOT threaten our employees that we will close St. Leo's School, or that they will lose opportunities for promotion, if they engage in activities on behalf of Lay Faculty Association, Local 1261, American Federation of Teachers, AFL-CIO.

WE WILL NOT question our employees about their union activities or sympathies.

WE WILL NOT fail and refuse to bargain collectively upon request, with the above-named Union, as the exclusive representative of our employees in the appropriate unit described below. The appropriate bargaining unit is:

> All full-time and regular part-time permanent lay faculty employees of Respondents, employed at St. Leo's School, exclusive of teachers who are members of religious orders, office clericals, maintenance employees, teachers' aides and all other employees and all supervisors defined in Section 2(11) of the Act.

WE WILL NOT in any other manner interfere with, restrain, or coerce employees in the exercise of their rights to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing, to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, or to refrain from engaging in any or all such activities.

WE WILL, upon request, recognize and bargain with the above-named Union as the exclusive collective-bargaining representative of the employees in the aforesaid appropriate unit, respecting rates of pay, wages, hours, and other

terms and conditions of employment, and, if an understanding is reached, embody such understanding in a signed agreement.

ROMAN CATHOLIC DIOCESE OF BROOKLYN AND ST. LEO'S PARISH, AS JOINT OPERATORS OF ST. LEO'S SCHOOL

(Employer)

Dated _____ By _____

(Representative) (Title)

This is an official notice and must not be defaced by anyone.

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, Fourth Floor, 16 Court Street, Brooklyn, New York 11241, Telephone 212-596-5386.

EXCERPTS FROM TRANSCRIPT OF PROCEEDINGS

* * * * *

16 Court Street
Brooklyn, New York
Wednesday, May 14, 1975

* * * * *

JUDGE VON ROHR: I understand the parties have agreed to the stipulation with respect to jurisdiction.

Do you want to proceed with the stipulation?

MR. FRIEDMAN: I understand that the parties now stipulate that if there is in fact determined – well, if the Administrative Law Judge and the Board determine that there is a joint Employer relationship involved between the Diocese and St. Leo's Parish involving the employees at St. Leo's School that the Respondent would concede that Paragraphs D and E as alleged are satisfied, that is the monetary figures meet those allegations.

JUDGE VON ROHR: That is correct, and I understand also that the parties agree that St. Leo's Parish itself does not meet the Board's jurisdiction standards, that's part of the stipulation.

Will you so stipulate, Mr. Flynn?

MR. FLYNN: Yes.

JUDGE VON ROHR: Very well, so stipulated.

* * * * *

MR. FRIEDMAN: And that shortly thereafter the Respondent through its principal, the principal of the school engaged in an 8(a)(1) violation which undermined the majority status of the Union and set up a stiuation in which a fair election could no longer be held and for this reason is a remedy or to grab a bargaining order ordering the Respondent to bargain with Local 1261.

* * * * *

BROTHER MEDARD SHEA

was called as a witness by and on behalf of the National Labor Relations Board and, having been first duly sworn by Judge Von Rohr, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Friedman) State your name. A. Brother Medard Shea.

JUDGE VON ROHR: What's the first name?

THE WITNESS: Brother Medard Shea.

Q. (By Mr. Friedman) Please state your address. A. 7100 Shore Road, Brooklyn, New York.

8 Q. Would you tell us by whom you are employed? A. By the Diocese of Brooklyn.

Q. Would you tell us what your position is? A. Assistant Superintendent of Schools for Teacher Personnel in the Catholic Schools Office.

Q. Could you tell us what the responsibilities of that position are?

A. Yes.

This office recruits the applications of teachers or of people applying for teaching positions in any and all schools within the Diocese of Brooklyn.

It keeps records of their applications, checks their qualifications and makes the names available to any and all schools in the Diocese.

Q. Would you tell us first of all, are any of the schools in the Diocese setting aside the secondary schools, are any of the elementary schools, do any of the employees have any Unions at the present time? A. No.

Q. Any labor Unions representing them? A. No.

Q. You also hold a similar position with Henry Hald Association?

A. Yes.

Q. And in the course of that position is it your job to engage in collec-

9 tive bargaining with Local 1261? A. Yes, it is.

JUDGE VON ROHR: May I have the preceding question and answer repeated?

(The pertinent portion of the record was read by the Reporter.)

JUDGE VON ROHR: Back on the record.

Q. (By Mr. Friedman) Could you identify what the Henry Hald High School Association is? A. The Henry Hald High School Association is an association of five diocesan high schools and of the 30 Catholic high schools in the Diocese.

Q. Could you tell us what your exact title with that agency is? A. It would be the same, Assistant Superintendent of Schools for Teacher Personnel.

Q. Looking at the Catholic Schools' Office, could you tell us who your immediate supervisor is? A. Superintendent of Schools, Father Joseph Bynon.

Q. To whom is he responsible in the hierarchy? A. He would be responsible to Father Michael Demsey.

Q. Who is he? A. Secretary for Education, all education in the Diocese of Brooklyn.

Q. Could you just tell us to whom he would be responsible to?

10 A. Father Dempsey would be responsible to the Bishop of Brooklyn.

Q. Are there any other assistant superintendents also in the Catholic Schools Office? A. Yes, there are.

Q. Could you tell us who and how many there are? A. I have to count them, there are about five.

Q. Could you tell us what their titles are? A. There is the assistant superintendent for high schools, assistant superintendent for elementary schools, assistant superintendent for elementary education, then there are two assistant superintendents in the elementary school department, one who handles the legal or I guess the technical activities in relation to the Staff and the other one handles curriculum activities.

Q. What would be the responsibility of a person handling the curriculum activity? A. He would handle – in one case it is a man and in the other case it is a woman.

Q. Would you identify them? A. Brother Patrick Ohmann.

In our office it is called the Structural Development Department, but curriculum would be the family name.

That office staff supplies information for courses of study and programs of study to any and all schools in the Diocese itself, makes it available to them, advises them and counsels them and provides assistance.

Q. There was an assistant superintendent for elementary schools? A. Yes.

Q. What's his name? A. Miss Mary Lou Wolff.

Q. Could you tell us what her responsibilities are? A. Her responsibilities would be – very honestly, I am not that familiar with them.

It is a new division, but it would relate to the State relationships – relations with the State Education Department and with the liaison with the public schools.

Q. Would her job be assistant of secondary schools? A. Reasonably so, but there is an elementary school superintendent who is in charge of both of these two, he is really, by the way, he is an associate superintendent in the Elementary Department.

Q. Who is this? A. Father Broen.

Q. What's his title? A. Associate Superintendent.

Q. Would you tell us what his job entails? A. He oversees the work of the other two superintendents and is the second in command to the superintendent.

Q. Now, would you be able to tell us – well, with regard to the elementary schools located in the geographical Diocese – A. Yes.

Q. (Continuing) – are there various types of elementary schools that may be characterized as one type? A. What do you mean?

Q. Are they all parish operated schools? A. No.

Q. Could you tell us approximately how many are parish operated? A. Probably 185 or 190, I don't have the exact figures on them.

Q. What would the other ones be? A. The other four or five would be privately operated by Religious Orders.

Q. Is there any difference between the role in your office with regards to the parish schools as opposed to those other schools? A. No specific distinction, no.

Q. Could you just tell us what the position of the parish in the actual Church hierarchy are in the structure of the Church? A. I'm going to have to give that some thought.

The parish would be a unit of the Diocese.

13 It is a geographical unit of Catholics who would be allied although the Catholics in general would be allied to one Church in, a unit in an area which would then be used for – well, it would be just a group of – a specific number of Catholics who would relate to a specific Church.

Q. How would the number or the geographical boundaries be determined? A. By the Diocese proper.

Q. In other words, if there is too much of a crowd in one area they might form a separate parish? A. Yes.

Q. Who would be the administrative head of an individual parish? A. The administrative head of an individual parish is a Pastor, also called a Rector.

JUDGE VON ROHR: You said a Pastor?

THE WITNESS: Yes, that would be the administrative title.

JUDGE VON ROHR: That's not a Pastor as used in the same sense as a Protestant would call a Pastor?

THE WITNESS: Yes, I think it would be.

The Pastor would be the man in charge and the Protestants would be a Pastor as the man in charge of the –

JUDGE VON ROHR: That would not be the same as a Priest however?

14 THE WITNESS: I'm not familiar with that.

JUDGE VON ROHR: Well, the Pastor that you are speaking of, is he a Priest?

THE WITNESS: He would be a priest.

JUDGE VON ROHR: He is a Priest?

THE WITNESS: Yes.

Q. (By Mr. Friedman) There are also some priests, are there not, who might not be a position of a Pastor? A. Yes.

The term they are using today would be assistant pastors, they have also been called Curates.

Q. To whom would the Pastor of an individual parish be responsible to? A. He would be responsible to the Bishop of the Diocese.

Q. Who appoints the Pastor? A. A Pastor is appointed – well, it is not simple.

The appointment today is made through a Personnel Board.

The Bishop would approve this appointment.

Q. Does a Parish Pastor, can he be transferred to another Parish? A. Yes.

Q. Who would handle that? A. The Personnel Board and to save you a question, through the Bishop.

15 Q. Now, do any of the individual Parishes receive any funds from the Diocese? A. Some do, yes.

Q. Would those be the ones who are financially unable to support themselves? A. Yes.

Q. Do any of the other Parishes contribute funds to the Diocese? A. Contribute funds?

The Parishes are taxed by the Diocese.

Q. Is there just a brief way you can explain how they are taxed?

A. They are taxed on a percentage of their total income.

Q. Is that just for the Parishes that are financially in the black?

A. Yes, I would say so, yes.

Q. Could you tell us have there been any occasions of a discontinuance of an operation of an individual Parish? A. Yes.

Q. Or a possible consolidation of two Parishes into one? A. Yes.

16 Q. Who owns the land upon which the Parish has its Church and school? A. The Parish is a separate corporation.

It owns its own land.

Q. In a case of a discontinuation or a consolidation, could you tell us what happens to the land? A. I really can't.

JUDGE VON ROHR: The Parish also owns the buildings?

THE WITNESS: Yes.

Q. (By Mr. Friedman) Are there any other personnel in the Parish structure that are appointed or named to their positions by the Personnel Board or the Bishop? A. Well, the assignment of the Assistant Pastors or other Priests are through the Personnel Board.

Q. Now, switching to your specific role as Assistant Superintendent in the Catholic Schools Office, in the course of your duties do you have occasion to receive job applications from prospective elementary school teachers?

A. Yes, I do.

Q. Is there a particular form that you use for this? A. Yes, there is.

Q. Do you receive applications from all personnel who apply for jobs?

A. Do I receive applications for all personnel who apply?

17 I receive them from all that apply to me.

Q. After you receive the applications, do you have occasion to talk to these teachers? A. Yes, we will try to interview them, as many as possible.

Q. Are there any from whom you receive applications that you don't interview? A. Yes, there are.

Q. The teachers that you interview, do you make any sort of determination as to their qualifications? A. We review their qualifications, yes.

Q. What do you do with the – let's say the files or the notes on these teachers? A. We would move these applications, the people who have been interviewed, into what we call an active file and hold them until such time as requests came in for teachers from schools.

Q. Do you have any sort of a chart that you keep showing the schools and where you have openings? A. No.

Q. When you receive a notification that there is an opening somewhere in a school, do you send all the applications you have received? A. No, someone on my staff will review the applications and try and meet the specific requests from the school.

This year we will send as many as five applications.

Q. Are there some applications that you, because of various circumstances don't act on at all? A. Yes.

Q. Now, do you in the course of your duties, do you maintain personnel files in your office? A. We do.

Q. Which teachers would be covered by these personnel files?

A. Most of the teachers in the school, all the schools in the Diocese.

Q. Would that be the Parish Schools? A. Parish, Diocese Schools, Community Schools and so on.

Q. Do these personnel files include the evaluation of teachers?

A. When we receive them, yes.

Q. Well, have you ever requested that these evaluations be sent to you?

A. We recommend that we receive them.

Q. Could you tell us what other documents might be in these files?

A. Well, their transcripts, their college transcripts, Pastor approval form.

19 Q. If a teacher is discharged from a particular school, do you receive a notification of any sort? A. Yes, we receive a termination form from the school.

Q. What would be done with that form? A. Well, it would depend on the situation.

We would keep it active if the teacher wishes to get another position, we put that file in the active file for further reviewals.

Q. If a teacher was discharged for cause, what would happen?

A. We would review why she was discharged and put it in the inactive file.

Q. Do you ever have any occasion to receive any sort of an appeal from a faculty member? A. Teachers will write, yes, to my office.

Q. Claiming that they were unfairly discharged for some reason?

A. Yes, in cases like that, yes.

Q. What action do you take? A. We will usuaully call the principal, review the situation and the grounds and maybe advise the principal to see the teacher or make some arrangement to at least look for a peaceful settlement of what may be a difficult situation.

20 Q. By the way, how does the principal get to that position, his or her position as principal? A. The vast majority of principals are appointed by their Religious Orders, they are Religious Principals and are appointed that way.

Q. Are you familiar with who actually then gives the final approval of them as principal? A. The Religious Order does.

Q. Does the Parish Priest or Parish Pastor ever take any role in that decision? A. He might – that would depend on the individual pastor, but under ordinary circumstances the Pastor accepts the appointment that is made by the Order.

Q. Does he have the right to reject such a proposal? A. No.

Q. You stated a vast majority of the principals, are there any principals that are hired through some other procedure? A. Yes, we have some lay principals, I am making the distinction between lay and Religious Orders who the Pastor would hire directly.

Q. Are you notified or do you take any role with regard to the hiring of principals? A. Not the hiring.

We would seek people who would be interested in becoming principals,
21 build a file on them and make their names available to Pastors.

Q. Have you sent out any posting or any sort of a notice to the teachers in the Dioceses in the past? A. Yes, we have.

Q. On what basis would this be, would this be Parish-wide or what? A. We would send it out to all the schools in the Diocese, elementary and high. That is, when we would be seeking administrative people who are interested.

Q. Do you know what is done with those notices? A. No.

Q. Now, does the Catholic Office prepare any handbook? A. Yes.

Q. Does it cover the employment conditions for the Parish School teachers? A. Yes, it does.

Q. Would you tell us first of all who actually draws up this booklet?
A. I edit the booklet, put it together.

Q. Do you consult with anybody in the course of doing this?
A. Yes, I do.

Q. With whom? A. We have all of the teachers, all of the principals
22 and then with the experience of our own office we put that together.

Q. Is there some sort of committee specifically that you consult with?
A. Yes, the Pastors Advisory Committee sees this in its final form.

Q. Would you tell us who is on the Pastors Advisory Committee?
A. That's a group of 10 Pastors of different parishes in the Diocese.

Right now two from each vicar.

There are five vicars in the Dioceses, but, two from each are on the Advisory Committee to the School Office.

Q. Has this, by the way, this handbook been drawn up for some time? A. It has been published in one form or another – I think the first one was in 1967.

MR. FRIEDMAN: I would like to have this marked as General Counsel's Exhibit No. 2.

(The document above-referred to was marked General Counsel's Exhibit No. 2 for identification.)

Q. (By Mr. Friedman) I would like to show you this document and ask you if you can identify that, General Counsel's Exhibit No. 2. A. I would identify it as what it is, the personnel handbook for elementary schools.

Q. That's the one that is currently in effect? A. Yes, it is.

MR. FRIEDMAN: Your Honor, I would offer this as General Counsel's Exhibit No. 2 in evidence.

MR. FLYNN: No objection.

JUDGE VON ROHR: It is received.

(The document above-referred to heretofore marked General Counsel's Exhibit No. 2, was received in evidence.)

Q. (By Mr. Friedman) I will call your attention to Appendix C of the Handbook and ask you if you would look at that.

(Whereupon, witness complies.)

Q. (Continuing) Is that the form contract that is used for the teachers in the Parish Schools? A. Yes, it is.

Q. Calling your attention to the next page to Appendix B, is that the teacher evaluation form that is used? A. That's the one we recommend, yes.

Q. Of the ones that you receive for your personnel files, is that the one that is generally used? A. Generally.

24 Q. By the way, would you tell us what actually physically is done with this handbook after you draw it up and edit it? A. We distribute it to each school to be distributed to each and every staff member, religious and lay.

Q. Do they all receive that? A. I presume they do.

Q. Calling your attention to Appendix A, is there a salary schedule set forth there? A. Yes.

Q. How is that determined? A. The Pastors Advisory Committee as representing the people who will pay the salaries then review the salaries paid to the teachers and then come to an agreement or an arrangement as a recommended salary scale.

Q. You audit that or do you have the final say on that particular thing? A. Do I have a final say?

Q. As far as appearing in the booklet? A. Yes, to say that it goes in there, yes.

Q. So that all the teachers would receive a copy of that salary schedule? A. Yes, they would receive it, yes.

Q. Is that schedule also changed periodically? A. It is reviewed periodically, yes.

25 Q. By whom? A. By the Pastors Advisory Committee.

Q. Now, are the teachers, the lay teachers in the Diocese covered by any sort of health insurance plan? A. The health and medical plan, that applies to all employees of the Dioceses, that benefit is available to the teachers and granted to them.

Q. Is it the lay teachers only or do the religious teachers get them? A. The religious are given the choice to purchase this one or use this one or purchase –

JUDGE VON ROHR: Is there any requirement that all lay teachers are to be Catholic –

THE WITNESS: No.

MR. FRIEDMAN: I would ask that this be marked as General Counsel's Exhibit No. 3, your group insurance plan is the title of this document.

(The document above-described was marked General Counsel's Exhibit No. 3 for identification.)

Q. (By Mr. Friedman) I call your attention to this document marked General Counsel's Exhibit No. 3 and ask you if you can identify that?

A. Yes, I can.

Q. Is that the – well, would you tell us what that is? A. Well, it is an insurance medical program for all of the lay employees of the Diocese of Brooklyn.

Q. Is that the plan that covers the Parish teachers, the teachers in the Parish Schools? A. Yes, it does.

Q. Calling your attention to the first page and I guess it's a letter or note from Bishop Muganero, who is a Bishop of the Diocese, would you tell us to whom that is addressed? A. This is addressed to the lay employees of the Diocese of Brooklyn.

JUDGE VON ROHR: Let the booklet speak for itself.

MR. FRIEDMAN: Yes.

JUDGE VON ROHR: May I see that for just a moment?

(Whereupon Judge Von Rohr examines document.)

EXAMINATION

Q. (By Judge Von Rohr) Is this group insurance plan voluntary or are all teachers required to participate in it? A. It is recommended that all employees of the Diocese of Brooklyn participate in this plan.

Q. This is, I take it, without studying the document, and perhaps you

can tell me, is this a plan where the employees contribute part of the premium?

A. No, they do not contribute in that.

27 Q. Who pays it? A. The Employer in this particular case, the Parish, the School.

Q. Does this record indicate who pays the insurance? A. I do not know.

Q. What I am trying to get at is, who pays the premium specifically, who pays the premium?

MR. FLYNN: In the case of the teachers involved here.

THE WITNESS: In the case of the teachers the school is the one who pays the premium for the teachers.

Q. (By Judge Von Rohr) Do they pay it directly to the insurance company or what? A. The billing does come in through Blue Cross and Blue Shield, so I would assume they would pay it through an account?

A. Yes.

CONTINUED DIRECT EXAMINATION

Q. (By Mr. Friedman) Is there any other booklet that is distributed to the Parish teachers or is this the actual booklet? A. That would be the actual booklet as far as I know, that is not distributed from my office.

28 Q. These particular policies that are set forth on Page 20, do you know whether those are the policies that cover the employees at the Parish Schools?

MR. FLYNN: I object.

JUDGE VON ROHR: The question asks if he knows and the witness may reply if he knows or if he doesn't know.

MR. FLYNN: I have no objection if he answers whether or not he knows.

THE WITNESS: I do not know.

Q. (By Mr. Friedman) Do you know if teachers have been paid the

benefits set forth in this booklet? A. I would presume they have been.

MR. FRIEDMAN: I would offer this as General Counsel's Exhibit No. 3.

MR. FLYNN: No objection.

JUDGE VON ROHR: General Counsel's Exhibit No. 3 is received in evidence.

(The document above-referred to heretofore marked General Counsel's Exhibit No. 3, was received in evidence.)

Q. (By Mr. Friedman) Brother Shea, is there a policy or an entity in the structure of the schools, the elementary schools known as a cluster?

A. Yes.

29 Q. Would you tell us what a cluster is? A. This is groups of schools organized for their own personal benefit.

It really is a clustering of parishes, not of schools.

Q. How is this system allied? A. Could you clarify that question, what do you mean?

Q. Who sets out this system? A. It came through a combination of factors. I would have to get into the vicarious now or the division of the Diocese and the school office working closely together to set up groups.

Q. Would you tell us what the effects are, what the cluster accomplishes?

A. They aim at a system in their school, in the current difficulties.

One of the specific aims of the school would be to assist each other in deciding in a sense how they would continue to operate and possibly in what form they would operate.

Q. With regard to a cluster, can they for example draw up a proposal or consolidate one of the schools in the cluster?

MR. FLYNN: I think the question needs clarification.

30 Q. (By Mr. Friedman) Who administers a cluster? A. There is a

cluster coordinating council, they have people within that cluster.

Q. Can they make a proposal or take some sort of action in the lines of consolidation of schools? A. Yes, they do make proposals in that vein.

Q. To whom do they make the proposal? A. I don't at the moment know.

MR. FRIEDMAN: I would ask to have this marked as General Counsel's Exhibit No. 4.

(The document above-referred to was marked General Counsel's Exhibit No. 4 for identification.)

Q. (By Mr. Friedman) Are you familiar with the newspaper known as the Tablet? A. Yes.

Q. Who publishes that newspaper? A. The Tablet Publishing Company.

Q. Would you tell us what that newspaper is? A. A Catholic newspaper within the Dioceses, now whether it's all Dioceses I can't answer, it's an independent operation.

Q. I would ask you if you would look at this, General Counsel's Exhibit No. 4.

(Witness complies.)

MR. FLYNN: I am not quite sure I know what the purpose of this is,
31 he's not in a position to authenticate that document.

JUDGE VON ROHR: Of course at the moment there is no question pending.

If a question is asked, then, if you wish to object, you may object, but, at the moment he is just asking the witness to look at the document.

Q. (By Mr. Friedman) Do you know if that article would have been produced from a news release by the Diocese?

MR. FLYNN: I object to that question.

I don't know if he would be in a position to answer that.

JDUGE VON ROHR: He included if he knows, so, the witness may answer the question.

THE WITNESS: I don't know.

(By Mr. Friedman) Having looked at that article, does that in any way refresh your recollection as to whom such a proposal for consolidation would have been made?

MR. FLYNN: I would object to that question, your Honor.

I don't know what the article is, what its authenticitiy is, who wrote it, how correct it is or anything about it.

32 Some foundation will have to be made before that question can properly be answered.

JUDGE VON ROHR: I think the way the question is put it is objectionable, why don't you rephrase the question.

Q. (By Mr. Friedman) Does that refresh your recollection as to whom such a proposal for consolidation of schools would be made? A. Within limits it does.

Q. Could you tell us now to whom a proposal by one of these cluster coordination council would be made? A. They would be presented to the Vicar and the Bishop and in that case the school office, all parties concerned would get it.

Q. What would your role in the decision of how to deal with that proposal be? A. I don't know exactly what you are saying.

There are three parties involved here, the Vicar, the Bishop and the School Office.

Q. Now, taking your role, your role in the office of the Dioceses in the Schools Office, what would your role be in such a decision? A. My specific role would come after a decision was made.

Q. Who would this decision have been made by? A. Probably by
33 this group in concert is the only way I could tell you, probably with the final approval of the Vicar of that Vicarious worked out with the Bishop. How they do it I don't know.

Q. Would the Bishop have an ultimate decision-making role? In other words, if he rejects it or accepted it over the objections of the other parties, would it be granted? A. I don't know, I would be guessing.

Q. Do you know if the Bishop would have to approve of such a consolidation before it could be implemented? A. You see, my problem is trying to give you a flat yes or no answer.

JUDGE VON ROHR: You may include an explanation to the answer if you wish.

THE WITNESS: I would presume that this would take place with the approval of the Bishop.

Now, the decision is usually – the material would be brought to him, I am sure he would be consulted and involved at the end at any rate.

Q. In effect, as the administrator of fact he would have people who are familiar with that situation make the specific decision and he would be consulted? A. It would be from the clustering coordinating council, that
34 has been the fact up to date.

Q. Such a proposal does go through the system up to the Bishop?
A. It would get back to the Bishop, yes.

Q. Would there be any other set proposal that a coordinating council of a cluster might come up with? A. To consolidate their own schools and their functions are still not clearly defined.

They vary from being active clusters to being inactive.

Q. Is this (indicating) very accurate, it refers to the 52 clusters, would that be right, the article states 225 parishes, is that approximately right?
A. That is approximately right.

Q. Are you familiar by the way with what cluster St. Leo's School would be in? A. No, I am not.

JUDGE VON ROHR: Do you know if all schools are involved in some cluster?

THE WITNESS: All parishes are.

JUDGE VON ROHR: I will rephrase the question to parishes.

THE WITNESS: Not every parish has a school.

Q. (By Mr. Friedman) In the course of its operation, does the Diocese prepare a financial report or an annual financial report? A. The Diocese does prepare an annual financial report.

Q. Is that published in the Tablet? A. It is.

MR. FRIEDMAN: I would ask to have this document marked as General Counsel's Exhibit No. 5.

(The document above-referred to was marked General Counsel's Exhibit No. 5 for identification.)

JUDGE VON ROHR: Off the record.

(Whereupon, a recess was taken.)

JUDGE VON ROHR: Back on the record.

Q. (By Mr. Friedman) I would call your attention to this document marked General Counsel's Exhibit No. 5 and ask you if you can identify that. A. It is a page from the Brooklyn Tablet.

Q. Is that the last annual financial report? A. Yes.

Q. They state as of December '72? A. Right.

MR. FRIEDMAN: Your Honor, I will offer this as General Counsel's Exhibit No. 5.

MR. FLYNN: May I see it, please?

(Whereupon, Mr. Flynn examines document.)

MR. FLYNN: Your Honor, I would object to the introduction of this

on the grounds that it is irrelevant to the issues in this proceeding.

MR. FRIEDMAN: Your Honor, I feel that this is a Diocese's financial report covering release from the Bishop.

It is released in the Tablet which is circulated widely within the Diocese and that there are such references in here to the Diocese and its elementary schools and various other references.

I think in the context of a financial report such a publication is certainly relevant.

It speaks of the Diocese and its parishes, a Diocese with 225 parishes and the amount of schools.

MR. FLYNN: Your Honor, I don't believe that the issues in this case can be decided by conclusionary statements as indicated in a publication.

It would have to be based on the facts established through testimony.

JUDGE VON ROHR: I am certainly aware of that and at this time without indicating what weight I will give to the document, I will overrule your objection and receive the document in evidence.

(The document above-referred to heretofore marked General Counsel's Exhibit No. 5, was received in evidence.)

Q. (By Mr. Friedman) Brother Shea, getting back for a moment — well, you mentioned the position of a Vicar, who appoints him? A. The Bishop.

37

Q. Would you tell us very briefly what the responsibility of a Vicar is?

A. In a general way the Vicar would be, I would say, an assistant to the Bishop in that group of Parishes over which he would have some administrative control.

Q. You say there are five Vicars? A. Yes.

Q. Each would have a group of Parishes under him? A. Yes.

Q. With regard to a Pastor that has been appointed, can a Pastor be removed from his position? A. Yes.

Q. By whom? A. By the Bishop.

Q. Has this ever happened, to your knowledge? A. Yes.

Q. What would be a reason that would be used for such a removal? A. Well, it could be a mental or psychological problem on the part of the Pastor, mentally unfit or physically unfit.

Q. Would it have anything to do with teaching? A. It could get
38 into that, I am not familiar with that specific area.

Q. Would it have anything to do with efficiency, anything along those lines, that is, financial problems of a Parish? A. Would a Pastor be?

Q. In other words, having a hard time keeping his Parish above water financially, would there ever be a removal of a Pastor for such reasons? A. Not that I am aware of.

Q. Does the Bishop have the ultimate authority for whatever reason to remove the Pastor? A. He would have the ultimate authority.

Q. You have referred to a termination form – you have referred to a situation where a teacher is terminated and you receive a form from the school? A. Yes.

Q. Is that a form that the Diocese School Office sends out? A. Makes available and sends out, right.

EXAMINATION

Q. (By Judge Von Rohr) If a teacher is terminated for some reason or another, who makes the decision? A. The local principal.

Q. He has authority to do that on his own without consulting anyone
39 higher up? A. It depends – we are talking – I would have to be specific on this because it varies in different schools.

Now, if we are talking about Parish elementary schools, it would ordinarily be done with the knowledge of the Pastor, he would with the principal agree to the termination.

Q. I take it then that the Pastor would not have to receive any higher authority? A. No.

Q. Has it ever happened that a teacher might wish, voluntarily wish to transfer from one school to another, the elementary schools that is?

A. Yes.

Q. What procedure would be followed in such a situation? A. We have a general procedure.

The teacher would indicate her wish to transfer and the first requirement would be to notify the current principal that he or she were leaving and then she would either sometimes have an arrangement already made with another principal who would hire him or her or they would just ask the office to refer them some where else.

Q. In what office would that be? A. It would be in my office.

A teacher who moves or works in a school who in the area of Queens and moves over to the far region of Brooklyn, traveling becomes a serious problem and acts to be put in a school closer to her home.

Q. Has it ever occurred that a teacher has asked for a transfer from a school in Brooklyn to a school in another area in New York? A. No, we don't have any working relationship like that.

A teacher could apply over there, no problem.

CONTINUED DIRECT EXAMINATION

Q. (By Mr. Friedman) What are the geographical limits of your Diocese?

A. The Borough of Brooklyn and Queens.

Q. With regard to the transfers, has there ever been a situation with a teacher where there was a dispute between two schools with regard to a transfer of a teacher? A. What do you mean a dispute?

Q. One school not wanting to release them or anything along those lines?

A. No, I would say no, not in that particular sense.

Q. Have you yourself taken a role in it such as refusing to allow a teacher to transfer? A. Yes.

Now, a particular situation would have to be a teacher who is working in a school but not qualified, then that particular teacher we would recom-

41 mend that she not transfer but, I have also had it happen that the principal of another school just went ahead and hired her.

Q. Not qualified by whose standards? A. By our agreed standards that our teachers would have college degrees.

There are teachers hired previously without degrees.

Q. But, would that be with the Catholic Schools Office? A. No, they would be hired by the individual schools.

Q. I believe you stated "we". A. The Catholic Schools Office.

The schools in general through the handbook here indicate that the qualification of a teacher is a Bachelor's College Degree.

Q. You have referred to, when I think you answered the Administrative Law Judge's question that the first requirement would be to notify the principal, whose requirement would that be? A. Well, requirement, recommendation.

Q. Would that be your office? A. This again, we have guidelines which we have recommended here for transfer procedures.

42 Q. Are they set forth in the handbook? A. Yes, they are.

Q. So that the procedure you were referring to before, how the handbook was drawn up, would refer to where the guidelines came from?

A. Yes.

Q. Going back to the termination form you said that the Catholic Schools Office supplies them to the schools? A. Right.

Q. Do you ask the schools to use that form? A. We do.

Q. As a practical matter do you always get those forms sent back to you? A. As a practical matter, no.

Q. In a situation where you don't receive such a form, what does your office do? A. If we are aware of that through some other letter or from a teacher, we would ask that a form be sent to us from the school.

In other cases we might not find out for a year or two years, maybe never.

Q. With regard to various matters or sections such as maternity leave, do you have occasion to have direct leave with the members of the faculty of the various parish schools? A. Only if we are asked or requested.

43 Q. What sort of a request? A. If the principal would call us for advice in a particular situation.

Some cases teachers have written to us directly.

Q. What do you do at that point? A. I would ordinarily contact the principal or if we replied to the teacher on a recommendation the principal gets a copy.

The situation is always resolved locally.

MR. FRIEDMAN: I have no further questions, your Honor.

JUDGE VON ROHR: Now, you may proceed and ask your questions.

CROSS-EXAMINATION

Q. (By Mr. Flynn) Brother Shea, in your particular office how many people report to you? A. You mean how many work with me in my office? Four.

Q. How many employees are employed by the total Schools Office of the Diocese, approximately? A. Approximately 50.

Q. How many schools are there in the Diocese including elementary and secondary schools? A. Over 200.

44 Q. Approximately how many teachers would you estimate are employed throughout the Diocese by the various schools? A. Probably around 4,000.

JUDGE VON ROHR: Do these include elementary and high schools?

THE WITNESS: Yes.

Q. (By Mr. Flynn) Would you describe again the function of your office and the referral of applicants for employment. A. My office would gather the applications.

Q. In other words, you have a file of applications for employment? A. Right.

Q. If a particular school had an opening, they might come to your office to see if you have somebody available, an application available that might fit their needs? A. Yes, that's right.

They are aware that we have a file of applications and they would contact us hopefully.

They know it's available to them, they know it's a service that we perform.

Q. There is nothing that says a local Parish elementary school can't bypass your office entirely and hire directly, is there? A. No.

45 Q. So, a Parish school could hire on the basis of one teacher knowing another teacher that might be out of work and referring that teacher directly to the principal? A. They could and they do.

JUDGE VON ROHR: Could you give us, if you can, any percentage of the number of teachers that are hired directly as compared to those who are hired through the use of the applications?

THE WITNESS: The vast majority are hired through the Schools Office just on the fact that we have them.

Q. (By Mr. Flynn) Would you say that there are a substantial number that were hired directly from the Parish? A. They could be registered with us but we wouldn't know that they were hired until they let us know and again, we don't know that.

Q. Now, when you receive a request from a Parish school, as I under-

stand it, from your testimony, you would try to match up the requirements of the people that you have on file and you would send out to the Parish school three, four or five? A. What we call referrals, we match them by the address, et cetera.

We wouldn't send somebody from Coney Island out to College Point.

Q. I understand you would also keep on file applicants that you con-
46 sidered to be qualified? A. Yes.

Q. That is, have an appropriate degree for the job? A. Yes, that's right.

Q. Once the Parish school in a hypothetical case receives your three, four or five referrals, what would that Parish school normally do? A. Normally the principal would set up interviews with each of these people, she would make her choice among the group from the three to five.

She might reject them all as it has happened and ask for another group but, she would eventually accept one.

Q. That situation would be solely up to the discretion of the individual principal? A. Yes, that's right.

Q. You would have no input into that decision? A. No.

Q. When I say you, I mean your office. A. Right.

Q. Once a teacher for example is employed by a parish school, who is responsible for supervising that school? A. The Parish school.

Q. Does your office have any function in this connection? A. No,
47 we would have no further function in that area.

Q. There was a reference to a contract of employment form in your direct testimony, is that correct? A. Yes.

Q. Any contract of employment entered into between the teacher and the elementary school, would be a direct one, that is, the employer would be the teacher, is that correct? A. That's correct.

Q. Your office would have no responsibility of function? A. That's right.

Q. You never see those contracts? A. No.

Q. Now, with respect to the evaluation of teachers, who performs that function? A. That is performed by the local school, in the elementary schools by the principal.

Q. Does your office have any function in connection with these evaluations? A. No function.

Q. Now, if a teacher is disciplined for any reason, does your office have any function in connection with that act? A. No.

Q. If a teacher is terminated for cause, whose responsibility is that? A. That is the local employer.

Q. Again, does your office have any responsibility in connection with that end? A. No, we do not.

Q. Now, in a case of a Parish, Brother Shea, it was brought out the Parish buildings, Parish land including elementary schools is owned by the Parish itself, is that correct? A. That's correct.

Q. The Parish you testified is a separate corporation incorporated apart from the Diocese? A. That's correct.

Q. Now, is there any difference in the – well, let me ask you this question:

Could you describe for us the role of the Catholic Schools Office vis-a-vis a Parish elementary school? A. This would be my office or the Catholic Schools Office?

Q. The Catholic Schools Office. A. It would be basically advisory, in a liaison role.

The Schools Office, the most active area of the Schools Office as I mentioned is the instructural department area where they are constantly working with the teachers in the various subject fields.

Q. This is in order to improve the teacher's ability? A. Yes, to keep them current with current educational developments.

JUDGE VON ROHR: How is that done?

THE WITNESS: By personal visits of math experts, science experts, social studies and a great deal of it is done through mail.

JUDGE VON ROHR: Is there a conference ever held?

THE WITNESS: The would run service programs for updating teachers.

Q. (By Mr. Flynn) Would it be a case of the Schools Office going to the school and insisting upon input into the school or is it a case of the school going to the Local Parish, elementary schools and requesting assistance? A. Well, the schools will frequently request assistance in specific areas from the Schools Office.

There would be no way for the Schools Office to insist upon something, you know, to be done in the school.

It would be recommended, it might be advised, but, that would be the extent of it.

Q. Sir, would you say that the Schools Office is a source of assistance and advice in specific areas? A. It is a source, of specific areas.

50 Q. Are Parish elementary schools required to seek out that advice and asssistance? A. They are not required to seek it out.

Q. So, when a Parish school comes to the Schools Office, it's a question of voluntary act on the Parish elementary school? A. Right.

I could add that the State sets up every grade on it and the Schools Office would be aware of that and make sure or work with the school to see that they could work within that scope.

Q. Who actually establishes the curriculum requirements? A. The State of New York, State Education Department.

Q. Now, you mentioned in response to a question by the Administrative Law Judge the role of your office in connection with a change of employment when

one teacher goes to another school, you indicated that there was an incident where you did not recommend a transfer but a transfer nevertheless or a change of employment actually occurred, is that correct? A. Yes.

Q. Could you tell us what happened on that case? A. What happened was, a teacher wished to transfer, it happened a year or two ago, this particular instance and because the teacher was not qualified we have no prob-
51 lem with her working within the school that she was in, plus the fact that she was working – she had started there years ago, but we had a problem with moving – with non-qualified teachers working through our regular office procedures.

So, we recommended that she remain where she was where she had a secure job and would be sure of her position and she just continued contacting the principal of another school and is now working there and I haven't checked on her, but I presume she is still working.

Q. Despite the recommendation of your office she sought and obtained employment at another school? A. Yes, and the principal also knowing of this situation the principal still hired her.

Q. Despite your recommendation? A. Yes.

Q. There were no steps you took against that principal? A. We had given our advice and that was it.

Q. Now, with respect to the document that was introduced into evidence, I believe General Counsel's Exhibit 2 would you tell us what this consists of? A. This is a set of personnel practices which are recommended to all of the schools in all of the elementary schools in the Brooklyn Diocese.

These personnel practices were developed from experience, from recom-
52 mendations from teachers, from recommendations from administrators, Pastors, all people involved and those would be the key people involved in the Schools Office.

Q. You referred to these as recommendations, would you explain that a little bit? A. Well, about two years ago or maybe three we sent out and asked every school in the Diocese to review the then current elementary booklet and to have meetings and send us their revisions or whatever they would like to have put in this handbook and we had a stack this high (indicating) of recommendations.

Q. Now, the principle procedures binding upon an individual Parish, elementary school – A. Binding?

Recommended would be the word that I would use.

Q. Are you saying that they are not binding? A. I am saying that they are not binding –

Q. Do you know of any Parish elementary school that does not follow some or all of these procedures? A. Yes.

Q. With respect to the pay scales in that booklet, are they also recommended pay scales? A. They are recommended pay scales.

Q. They are not binding upon an individual Parish elementary school?

53 A. They are not binding.

Q. Are there Parish elementary schools that because of lack of financial resources do not pay as high as the scales in that handbook? A. There are.

I'm sorry, there are also some that pay more than that which is indicated in the handbook.

Q. Now, Brother Shea, you indicated that in many cases principals are appointed by Religious Orders, is that correct? A. Yes.

Q. Can you give us some idea for this record what a Religious Order would be, how it is made up? A. A Religious Order would be made up of people who have dedicated their lives in this particular instance to teaching or education.

As such these are people who spend their lives as teachers.

Q. These are Religious Communities? A. Yes.

Q. In the case of St. Leo's is the principal a member of a Religious Community? A. Yes.

Q. What is that? A. Grey Nuns.

Q. Is this a community located in the Diocese of Brooklyn?

A. No, it is not.

Q. Do you know where it is headquartered? A. I do not, I think it is in Pennsylvania, but I don't know.

Q. Does this Religious Community have members in other Dioceses?

A. Yes.

Q. Throughout the United States? A. Throughout the United States and I think outside the United States, also.

Q. Does this Religious Community in any way oversee the functions, I mean, in this particular case the Religious Community that the principal belongs to, does this community exercise any responsibility over the functions of the St. Leo's School? A. They would provide as a general practice a supervisor of education who would be a member of that community who supervises the work of that principal and of that school.

Q. Would this community supervisor be limited to schools in a particular Diocese? A. No, she might cover all of the schools depending on the size

55 of the Religious Order.

She might cover and supervise all of the schools within that particular congregation.

Q. Would there be any relationship between that community supervisor and your office? A. None.

Q. You testified that teacher evaluation reports are sent to your office, is that correct? A. Yes.

Q. Could you tell us what function your office has to do with respect to those evaluation reports? A. When they come in, we would basically simply file them in the person's file.

Q. Your office doesn't review the evaluation to see that it's accurate or fair? A. No, we do not.

The teacher has already signed it and that's it.

JUDGE VON ROHR: Who has access to these files?

THE WITNESS: We would limit the files to people of only professional confidence who would have a specific reason to look at it, principals who would be looking for applicants.

Now, practically no one would have -- would be able to get to the working people, we would refer them directly to the school for information.

56 JUDGE VON ROHR: But, the information contained in these files would be available for a principal who might be looking for someone of a particular characteristic?

THE WITNESS: Yes, that is the people who are not working and we would have them on file, those would be available to principle department heads.

JUDGE VON ROHR: Would you say that's one of your purposes, collecting this information?

THE WITNESS: Yes, it is.

Q. (By Mr. Flynn) In connection with what was described as a transfer of employment, am I correct in saying that you testified this would occur when a teacher for one reason or another wanted to get out of School A and go to School B? A. Well, it could be to leave School A for some reason or another, maybe to go to School B or to some other school.

Q. Well, in such a case would the teacher herself be transferred to the employment of the next school or would she have to seek that employment herself? A. She could say, I would like a transfer, put me in your active file and we would give her a priority referral.

We would move her out early.

Then reading the evaluations of the employer, we would know we had a

good teacher, we would move her reasonably within the area she wanted to go.

Q. I am not quite clear.

You would make a referral of her to the new schools? A. Yes.

Q. As if she were a new employee? A. Yes.

Q. Would it be up to the new school to determine whether or not they wished to hire that person? A. Yes.

Q. That would be in effect a new hire? A. It would be in that school, yes.

Q. So the situation would be really a case, if I understand your testimony, where the teacher would terminate her employment at one school and be hired as a new teacher at the new school if she were fortunate?

A. In another case the principal may ask for her.

The whole thing may happen and then we will find out about it later.

Q. Now, in the case of St. Leo's, Brother Shea, does the Diocese in any way provide any funds for the operation of St. Leo's Elementary School?

A. No.

Q. Is St. Leo's solely and completely self-supporting through its Parish?

58 A. It is.

Q. There are no Diocese's funds used in its operation? A. None.

Q. Who determines the school budget for St. Leo's? A. The principal and the Pastor.

MR. FLYNN: Can we have a few minutes off the record?

JUDGE VON ROHR: Off the record.

(Discussion off the record.)

JUDGE VON ROHR: Back on the record.

Q. (By Mr. Flynn) Brother Shea, do some of the elementary schools require pupils to pay tuition? A. Yes.

Q. Who determines, number one, if tuition is to be paid and the amount of such tuition? A. As a general practice the principal and pastor and in many cases I am sure the Parish Council would determine the tuition and the amount of it.

Q. Do all Parish schools have a Parish Council? A. I would say the majority.

Q. What are Parish Councils? A. This is a group of talents who are elected by the parishioners.

Q. Do you know if St. Leo's Parish has a Parish Council? A. I think they do, I am not absolutely certain.

59 Q. Now, how many elementary schools are in the Diocese of Brooklyn?

A. Roughly I think around 190 is the figure right now.

Q. In the course of a year how many of those would you estimate you might have some business dealings with?

JUDGE VON ROHR: What type of dealings?

Q. (By Mr. Flynn) Through your office. A. My specific office?

Q. Yes. A. 40, 50 per cent, somewhere in that range.

MR. FLYNN: I have no further questions.

EXAMINATION

Q. (By Judge Von Rohr) Incidentally, how are teachers paid, are they paid by check? A. I would presume they are paid by check.

As far as I know, they are paid by check.

Q. Are all Parish schools self-supporting? A. No.

Q. In the case of those that are not, how are they funded?

A. In a number of cases they are supplied funds from the Diocese itself.

Q. Does the Diocese ever establish new Parishes? A. Yes, that would happen, yes, with shifting populations, yes.

60 Q. In these instances are such funds provided to the Parishes if they are new Parishes? A. I think only through the Priests and then it is up to

them to raise the funds themselves for whatever structure operation.

* * * * *

CONTINUED CROSS-EXAMINATION

Q. (By Mr. Flynn) References were made earlier to the Henry Hald High School Association, would you tell us what that Association is and what if any differences exists between the relationship with your office and the Hald Association and your office and a Parish elementary school, such as St. Leo's? A. Well, the Henry M. Hald Association is a group of five diocesan high schools which were built, owned and operated by the Diocese of Brooklyn which raised the funds for them, built the schools and thus control their operation.

In other words, the distinction is to give one, a teacher in the Henry M. Hald High School Association is hired by the local principal and that teacher would need approval from my office.

In other words, they would not have the right to go outside and just
63 hire somebody.

Q. In other words, a distinction in hiring an elementary school teacher, your office has to approve of the hiring in the Henry M. Hald? A. Yes.

The Schools Office as such would control the approval of the budget and approve the individuals.

The Schools Office would approve and could make strong recommendations on that budget if need be.

Q. These five high schools had been and are owned and operated by the Diocese? A. Yes.

Q. There is no intervening parish such as the Parish or Vicar?

A. That's correct.

The difference, one fundamental difference is that the school here was built by the Parish.

Q. When you say school? A. Take the Christ King High School,

this was built by the funds raised from all members of the Diocese, all people in the Diocese.

That was one of the, I think at that time, five or six schools were built.

The parish elementary such as St. Leo's would be built only with the support of the people of the individual Parish and they would determine that

64 construction and support it.

MR. FLYNN: No further questions.

THE WITNESS: Well, there is another type of school.

You see, these are diocesan schools.

Then you have community high schools which are run by the Religious Orders that's another group of schools where the Religious Orders in most cases build its own building, buy the property, get approval of the Bishop to operate the Diocese and they would make use of our service.

MR. FLYNN: Again, on an advisory nature?

THE WITNESS: As they please, some do and some don't.

MR. FLYNN: It is your testimony that in the case of such community high schools, this relationship of your office would be similar to the relationship of your office to elementary Parish schools?

THE WITNESS: It would be very close, yes.

* * * * *

65 REDIRECT EXAMINATION

Q. (By Mr. Friedman) Brother Shea, you had referred to the Hald Association, is that the same Hald Association that was referred to in previous Board cases? A. Right.

Q. Now, you referred to the self-supporting schools such as St. Leo's?

A. Yes.

Q. Is there any physical difference in relationship between those schools and Catholic Schools Office and the non-self-supporting?

66 In other words, is there any contractual difference, contractual relationship between the schools that is any different? A. What do you mean?

You mean in the non-supporting elementary –

Q. Schools that receive funds from the Diocese? A. They are also self-supporting.

Is there any difference in other relationships with them in the Schools Office?

Q. Yes. A. I would say none.

EXAMINATION

Q. (By Judge Von Rohr) Just to clarify this, in most instances where Parishes receive some financial aid from the Diocese, does that financial aid include general support of the Church and the school and the salaries of everyone involved?

When I say everyone I mean the Priests and all the way down?

A. It would probably be again, there are two budgets.

There is a school and Parish budget.

I would presume it would go to the deficit in the Parish budget and it would fit anywhere within the need of the Parish.

Q. Could that include the schools? A. Yes, because the schools costs

67 would be part of the Parish

CONTINUED REDIRECT EXAMINATION

Q. (By Mr. Friedman) Does the Catholic Schools Office see the budgets of the various parishes? A. Of the schools it does.

Q. Is there a particular time that these budgets are given to you?

A. They are presented in the spring of the year.

Now the particular time I am not aware of.

Q. They are presented by whom and to whom? A. They are presented by the schools, the individual schools to the – it would be to the elementary school department.

Q. What is the function of the elementary school department with regard to those budgets? A. As far as I know just to review them with them.

Q. Do they make suggestions? A. They provide a service on the budget.

They have added two people who are trained in accounting and it is their particular service to review and work with them on the budgets.

They will go to the schools individually where they need help.

Q. Is that all schools in the Diocese, all Parish schools? A. I

68 presume so.

I cannot answer that one absolutely.

That is not my particular area.

Q. Do you know if there is an outstanding request that they do it?

Does the Catholic Schools Office ask them to submit budgets?

A. They give them the forms and ask the schools – in fact, all the Catholic Schools in the State have agreed to a particular budget form in order to give us an overall picture of what it is costing us.

Q. That is submitted to each perspective Diocese? A. Yes.

Q. You wouldn't get it from Manhattan or Upstate? A. That's right, we would take care of our own.

Q. Are there any schools – is there any shift, let's say from this category of not receiving any subsidy to receiving subsidy? A. I would be sure there would be, yes.

I don't know any example.

Q. In other words, would it vary on the basis of a given time whether the Parish was now perhaps in the red or black? A. With shifting population that is taking place this is happening.

69 Q. If St. Leo's were next year to suddenly be in the red, would the Diocese subsidize them? A. It is not automatic.

Let me clarify that. You are asking me or the implication is that this is an automatic situation and it is not.

I know there is a limited amount of money available and that's it.

Q. Would there ordinarily be a request made to the Diocese?

A. If there were some trouble.

Parishes have been refused help because there is no money.

Q. But, the Diocese would receive a request and consider it?

A. Yes and balance the needs of the various other Parishes similarly situated.

I am not that familiar with that situation.

JUDGE VON ROHR: It's hypothetical.

Q. (By Mr. Friedman) Now, you spoke of the situation when a teacher transfers from one parish school to another parish school.

Does the teacher carry with her any credit for her years of experience?

70 A. Yes.

She is referred back to the office.

Our referral notice will indicate her years of previous epxeprience.

Q. Is she then – is that then included in the calculation of what her new salary would be? A. Right, it would indicate the recommended salary.

Q. Would that be the steps that are set forth in the schedule?

A. It would be, yes.

Q. Is there a pension plan that these parish teachers belong to?

A. Yes, there is.

Q. Is that pension plan parish-wide? A. It is a Diocese pension plan.

Q. If a teacher were to transfer from one parish school to another parish school, would he or she continue under the same pension plan and get credit for the time in? A. Yes.

Q. Suppose a teacher were to transfer to a Diocese high school, would that ever be done? A. Yes, it has occurred.

Q. Would they get credit for the pension years they have put in the pension plan? A. I would have to say I would presume so because they
71 are still working within the Diocese itself.

Q. Exactly who does that pension plan cover, to your knowledge? A. Well, it would cover – to my knowledge it would cover all the lay employees in the Diocese.

It is a plan put together for a benefit for all.

Q. In the proposed contract of employment which is set forth in Appendix C, it refers to the facts that the teacher agrees to teach and act according to the laws and precept to the Catholic Church, could you tell us who would be the arbitrator of such laws? A. It would be the Chancellor of the Diocese.

Q. Where does he fit into that hierarchy? A. He is right under the Bishop.

Q. Is he also responsible to the Bishop? A. He would be directly responsible to the Bishop.

This would be in the spiritual moral operation of the individual in a Catholic school.

Q. If a teacher were to engage in some sort of action which was considered in violation of those laws and precepts – well, has a teacher ever been disciplined for violation of such laws and precepts? A. Not to my knowledge.

Q. Is there any provision of how it would be handled? A. It
72 would again be the responsibility – it would be specifically the responsibility of the Pastor of the Parish and the Principal to work on a situation of this nature.

Q. Would that entail seeking an arbitration and I will use that not in a legal sense, but by the Chancellor? A. That would be the area they would go to.

That would be a matter of faith and moral so they would go to the Chancery which is the Bishop's Office, headquarters, and I would be sure that the Chancellor of the Diocese would be the one who would handle it.

Q. Would the Chancellor be in a position to make a recommendation as to what action should be taken with regard to the individual teacher? A. Again, this is hypothetical, I have no – we have not had an instance of this nature, but, I would say he might make a recommendation but it would be the responsibility of the Pastor and Principal.

Q. Does the Catholic Schools Office maintain any books or lists that may be used for teaching within the Diocese? A. The State provides a list of textbooks and the Schools Office would make use of this list.

Q. Does the Schools Office in any way further narrow or broaden that list? A. I don't know.

73 EXAMINATION

Q. (By Judge Von Rohr) Incidentally, are books provided by the Schools or are they purchased by the individual students? A. The State of New York provides the books for the students.

Q. Are there any religious books? A. Yes, there are.

Q. How about these, how are they provided? A. They would be provided by the individual school and the Schools Office would provide a list of these.

Q. Who would purchase these books for use, if you know? A. I don't really know.

I don't know about the parents or the school.

CONTINUED REDIRECT EXAMINATION

Q. (By Mr. Friedman) Brother Shea, does the Diocese's Schools Office provide any books to the schools? A. Provide books?

Q. Yes. A. Not that I know of.

JUDGE VON ROHR: How about teaching materials?

THE WITNESS: Teaching materials, yes, they provide guidelines and techniques, you know, service programs and that type of material.

74 Q. (By Mr. Friedman) What sort of guidelines would these be?

A. Subject guide lines.

This would be techniques and methods of teaching math, science, teaching English, this type of thing, it would be the Instructional Department that would give them the supplies and materials.

Q. Do these departments –

JUDGE VON ROHR: What department?

MR. FRIEDMAN: I believe the witness just used the term Instructional Department.

JUDGE VON ROHR: Is it one department?

THE WITNESS: Yes, it is.

Our term is I.D. Department.

Q. (By Mr. Friedman) Do you in fact have let's say coordinators or supervisors at the Catholic Schools Office that deal with individual subjects?

A. Yes, a number of them.

Q. In other words, would there be somebody for the Social Studies?

A. Yes, math, science, social studies, art, music.

There may be one or two, I am not that familiar with that department.

JUDGE VON ROHR: Do you know who employs the individuals who are employed in that department?

75 THE WITNESS: They are employed by the Catholic Schools Office.

JUDGE VON ROHR: And the Catholic Schools Office, is that an office of the Diocese?

THE WITNESS: Yes.

Q. (By Mr. Friedman) Are these the persons who send out guidelines with regard to their particular subject areas? A. Yes.

Q. Would Sister Balthasare be one of them? A. She is one of them, yes.

Q. Do these people have anything to do with the number of hours that might be in a given course, credit hours, semester hours? A. I don't know the answer to that one.

I don't know how to answer that. I don't know how the elementary programs are worked in that regard.

Let me say that the State sets guidelines in that scope.

Q. Is there any room for variance? A. Knowing State programs, yes.

There is some flexibility.

Q. Viewing the State curriculum, suppose the school does not meet the curriculum, what happens to that school? A. I have no idea.

76 Q. Would you tell us what happens with regards to the students when a school is closed, where do the students go? A. They have the right to transfer to other schools, other Catholic Schools or to Public Schools.

We have an absolute relationship with the Public Schools that our students can transfer grade for grade.

JUDGE VON ROHR: I don't think this would be particularly helpful.

I don't think this should be pursued any further.

Q. (By Mr. Friedman) Does the Catholic Schools Office also draw up a calendar for the school year? A. I does.

MR. FRIEDMAN: I would ask to have this marked as General Counsel's Exhibit No. 6.

(The document above-referred to was marked General Counsel's Exhibit No. 6 for identification.)

Q. (By Mr. Friedman) I would ask you if you would look at General Counsel's Exhibit No. 6 and ask you to identify that.

(Whereupon, witness complies.)

Q. (Continuing) Is that the calendar of the school year? A. Yes, it is.

77 Q. By whom is this published? A. It is published by the Elementary School Department of the Catholic Schools Office.

Q. Now, there are certain references here to certain days on which it states schools closed.

Does that refer to all the schools in the Diocese? A. Let me refer to a previous item here, this calendar is based on the State calendar which we receive first and we use that as a guideline and we adapt it to our particular situation which is allowable.

Q. When you say we, who do you mean? A. The Principals' Committee that puts this together.

Q. This is the Pastors' Committee? A. No, this is done by a group of elementary school principals.

Q. Again, meeting under whose auspices? A. Under the Elementary Department.

Q. Are all the principals represented there – is there a special group or is there a constituent group of some sort? A. Those are official holidays as you see, Election Day, Veterans Day, et cetera.

JUDGE VON ROHR: I think the document will speak for itself.

Q. (By Mr. Friedman) Are any of the schools free to open on a day

78 like Ascension Thursday or All Saints' Day, any of the days that are referred to in here? A. Yes, they do.

Q. They would be elementary schools? A. Yes.

MR. FRIEDMAN: I will offer this as General Counsel's Exhibit No. 6, your Honor.

MR. FLYNN: No objection.

JUDGE VON ROHR: It is received.

(The document above-referred to heretofore marked General Counsel's Exhibit No. 6, was received in evidence.)

Q. (By Mr. Friedman) Brother Shea, does the Catholic Schools Office run a joint program with Fordham University pertaining to teacher education? A. Yes, the Instructional Department has started that, yes.

MR. FLYNN: Your Honor, I would like to object to this, I fail to see its relevancy to the issues here.

JUDGE VON ROHR: I will permit the answer.

MR. FRIEDMAN: I would like to have this marked as General Counsel's Exhibit No. 7.

(The document above-referred to was marked General Counsel's Exhibit No. 7 for identification.)

Q. (By Mr. Friedman) Brother Shea, I ask if you can identify this
79 document, General Counsel's Exhibit No. 7? A. I have not seen this particular document before, but, I am reasonably aware that there is a program of this nature without reading it.

Q. Is there a requirement for participation in that program by teachers who are employed in the Brooklyn Catholic School System? A. Would you repeat that question?

MR. FLYNN: I would object to the question.

JUDGE VON ROHR: I don't know if the witness knows the answer to that.

If you are going to offer the document, it will speak for itself.

MR. FLYNN: The witness indicated that he did not – he had never seen the document and so, he can't identify it and Counselor can't use it in evidence.

MR. FLYNN: Your Honor, as far as putting it into evidence General Counsel will do so later using another wintess.

JUDGE VON ROHR: I think it has been sufficiently identified.

The witness is familiar with the general type of document but not this particular one.

MR. FLYNN: Perhaps if I may see it I may withdraw my objection.

80 (Whereupon, Counsel examines document.)

MR. FLYNN: It looks authentic, I really have no objection to it.

JUDGE VON ROHR: Are you offering it?

MR. FRIEDMAN: Yes.

JUDGE VON ROHR: Received.

(The document above-referred to heretofore marked General Counsel's Exhibit No. 7, was received in evidence.)

Q. (By Mr. Friedman) Brother Shea, it was referred to before about the – we referred to the authority of the Bishop, I believe to recall or to replace a Pastor.

Are there any specific standards that the Bishop is limited to in such an action?

JUDGE VON ROHR: Just a moment.

If your question relates to the Pastor of a Parish, I assume that would involve the Religious matter and I don't think that would pertain to the issues in this proceeding.

MR. FRIEDMAN: I think it does.

I believe that if the Pastor may be recalled at will or if the head of the Diocese has the ultimate authority to recall the Pastor, that then even assuming Respondent's argument that the Pastor makes all these local decisions, we are

81 still coming back to the same thing that is, it is the Diocese that makes the ultimate decision and has the ultimate authority here.

JUDGE VON ROHR: But in this particular instance, am I correct that the removal of a pastor would usually be done on the grounds and you have indicated the possibility of psychological problems or something of that nature?

THE WITNESS: Yes, that's correct, Church law.

JUDGE VON ROHR: Well, there is no objection so –

Q. (By Mr. Friedman) Is authority to recall or remove a Pastor limited to those particular reasons? A. You said can he remove a Pastor at will.

The Bishop, I am certain would have specific guidelines and processes for removal of a Pastor.

JUDGE VON ROHR: As a matter of fact, I would imagine that there would also be an appeal to afford the Bishop's decision, would there not be?

THE WITNESS: Yes, it would go straight through the Apostolic Delegate and to Rome.

Q. (By Mr. Friedman) But, are there, to your knowledge, are there any grounds leaving out – are there grounds other than psychological or mental for which a Pastor may be removed? A. I simply don't know, that's not my area, I am not knowledgeable in that area.

82 MR. FRIEDMAN: No further questions.

RECROSS-EXAMINATION

Q. (By Mr. Flynn) Brother Shea, in a case of the pension plan that was referred to earlier, is that too paid for by the individual parish?

A. It is, yes.

Q. The same as the medical insurance? A. Yes.

* * * * *

SISTER MARY DENIS

was called as a witness by and on behalf of the National Labor Relations Board and, having been first duly sworn by Judge Von Rohr, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Friedman) Sister Denis, could you state by whom you are employed and in what capacity? A. I am employed by St. Leo's Parish.

83 Q. What is your position there? A. My position is the Principal of St. Leo's Elementary School.

Q. How long have you held that position? A. I have held the position since February 1st, 1971.

Q. Prior to that time were you a faculty member at that school?

A. I was since the preceding September.

Q. Could you tell us what the circumstances under which you were retained as Principal were? A. Yes.

In January –

MR. FLYNN: I don't like to object, but, I fail to see the relevancy of this specific questioning.

MR. FRIEDMAN: It goes to a point that we brought out with Brother Shea as to the actual hiring, as to who it is done by.

JUDGE VON ROHR: All right.

MR. FLYNN: I withdraw the objection.

THE WITNESS: I was teaching in St. Leo's School since the prior September and at the last week of January of 1971 the principal there resigned.

At the time our Reverend Mother was visiting us and I was called to her and I was asked if I would assume the responsibiliites as Principal of St. Leo's

84 because I had already served in this capacity for 12 years in other schools and they felt I was the person capable and I had the expertise of doing this.

Q. (By Mr. Friedman) Did you speak to the Pastor about the position?

A. The Reverend Mother did, she appointed me and she talked to him.

Q. Now, St. Leo's School is staffed by Religious faculty members, members of the Religious Order? A. The Grey Nuns of the Sacred Heart.

JUDGE VON ROHR: At the present time how many students are there at St. Leo's?

THE WITNESS: Approximately 656.

JUDGE VON ROHR: This covers what grades?

THE WITNESS: One through eight.

Q. (By Mr. Friedman) With regard to the Sisters who teach at the school, presently – first of all, how many are there? A. There are five teaching sisters and myself, that would be six.

Q. Do they get a fixed salary? A. Yes, they do.

Q. Do you recall what that figure was? A. Presently this year it is $5,500 going to $5,700 next year.

85 Q. Their salary is not controlled by the schedule that is set forth in that handbook? A. It is not mandated as the salaries in the handbook are not mandated, but we also receive the suggestions from the Pastors' Advisory Board and they are implemented where the Pastor can possibly do so.

Q. Do all five teachers have the same educational qualifications and the same experience? A. No.

Q. There is a flat figure for each of them? A. Yes.

Q. To whom is their salary paid? A. Their salary is paid to the Coordinator of our Convent at St. Leo's.

Q. Do the Sisters themselves eventually receive some money? A. Yes, they do.

Q. From whom do they receive money? A. From the Coordinator of the Convent.

Q. How is that amount that they are furnished determined? A. Right now we are going to have a general chapter this summer, each Convent has kind of allocated, decided within their budget how much, but it is determined

86 by our own grade, it is not determined by the Parish.

Q. How much do the Sisters currently get? A. Our budget is $30 a month currently.

Q. That expense money? A. When you say expense money, it is really excrusious in this respect because all our dental work, our Blue Cross, Blue Shield is taken care of.

MR. FLYNN: Again, I think General Counsel is getting far afield of the subject.

Once he has established they are paid, it seems that whatever they do with their money is their business.

JUDGE VON ROHR: I sustain the objection.

MR. FRIEDMAN: There is a question here of the appropriateness of the unit.

JUDGE VON ROHR: I understand that, but, the objection is as to what the Sisters do with their money and I sustain the objection.

MR. FRIEDMAN: It was not as to how they individually spent it.

Q. (By Mr. Friedman) You were saying that the sisters do get certain things paid for by the Community itself? A. By the Parish.

Q. Well, what would such things include? A. Our Blue Cross, Blue Shield, our retirement fund.

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87 JUDGE VON ROHR: Very well, I just would like to make one thing clear.

You were asked how many teachers there were at St. Leo's, did you reply five?

THE WITNESS: Five Religious ones.

JUDGE VON ROHR: How many lay teachers are there?

THE WITNESS: Eleven.

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88 Q. (By Mr. Friedman) Sister Denis, you referred to a $5,500 salary and the Religious faculty members get $30 a month.

Would you please tell us what happens to the rest of the $5,500?

A. Yes, part of that is set aside for our dental, for our medical expenses, for any expenses that would accrue to us and some of it is sent to our Mother's House, every community has to help the Mother House.

Some is set aside for our retirement fund.

Q. Do you know approximately how much of that actually goes to the Mother House? A. No, I don't.

I am not the financial one in the Community.

Q. With regard to the dental work, when the Sisters have dental work that has to be done, who pays for that work? A. The Community.

89 JUDGE VON ROHR: Pardon?

THE WITNESS: The Community.

Q. (By Mr. Friedman) By the Community, you mean the Religious Order? A. Yes, that's right.

Q. Now, would you tell us where the Sisters that teach at St. Leo's live? A. At St. Leo's Convent.

Q. Are they the only persons that live at that facility? A. No, right now we have a C.C.D. coordinator, Confraternity of Christian Doctrine which applies to the public children who are released each Wednesday for one hour and one Sister who is not in our community is living with us.

Q. But, none of the lay faculty? A. That's right.

Q. Do the Sisters individually pay the Parish for the use of that Convent?

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90 Q. (By Mr. Friedman) Your Honor, just that one question as to whether the individual Sisters have to reimburse the Parish for living in the Convent.

A. Yes, we do.

Q. Is that from the $30 a month expense? A. No, it is not.

Q. In other words, the congregation or the Order itself reimburses the

91 Parish? A. That is taken from our salary that is paid to us.

Q. Now, do the Sisters take vows before they can become members of the Order, do they take vows? A. They are members of the Order before they make their final commitment.

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92 MR. FRIEDMAN: Are the Sisters required to take the vow of obedience to the Church of the Community?

THE WITNESS: To our Community.

JUDGE VON ROHR: How do you use the word Community, how do you confine that?

Is that your Order?

THE WITNESS: Yes, that's right.

Q. (By Mr. Friedman) There is no such vow to the Bishop?

A. Our vows are made to our Reverend Mother.

Q. Is there a phrase "Ordinary"? A. Where?

Q. With regard to the Church Hierarchy? A. I believe the Bishop is the Ordinary.

Q. Would your Ordinary be Bishop Muganero? A. Presently I am living within the bounds of the Brooklyn Diocese and he is that Bishop.

93 Q. Is your voew of obedience to the Ordinary? A. No.

Q. Can a teaching Sister be terminated? A. Yes.

Q. If so, to whom do you send notification?

* * * * *

94 Q. (By Mr. Friedman) Sister Denis, are you familiar with the terms and conditions of employment laid down by the faculty Handbook?

MR. FLYNN: I object to the description of those terms and conditions as having been laid down.

JUDGE VON ROHR: You may ask the question, but rephrase it first.

Q. (By Mr. Friedman) Are you familiar with the contents of the Per-

95 sonnel Handbook that has been offered and accepted as General Counsel's Exhibit No. 2 and I would show you that document at this time?

(Witness examines document.)

A. Yes, I am.

Q. Does St. Leo's School follow the terms and conditions of employment set forth in there? A. We would say that that would be more of a guideline.

I don't feel that it is mandatory that I have to follow everything that is in the handbook.

I would really accept it as a guideline to help me.

These are experts who have in their own field written this and I would just use it basically as a guideline.

MR. FRIEDMAN: I would ask to move to strike the answer as not responsive.

The question that I asked was whether the School does in fact follow the terms and conditions of this Handbook.

JUDGE VON ROHR: Well, I will permit the answer to stand but if you wish to pursue it, you may.

Q. (By Mr. Friedman) Does the School which you are the Principal of follow all the terms and conditions of employment set forth in this Handbook?

96 A. No.

Q. Have there been any occasions when specific terms and conditions of this Handbook have not been followed by your School? A. I would have to think specifically when you are talking about teacher employment, I have a case of at least two teachers who were employed at St. Leo's School because they were asked for not that they were sent or referred by the Diocese Office.

MR. FRIEDMAN: I would ask to have this marked as General Counsel's Exhibit No. 8.

(The document above-referred to was marked General Counsel's Exhibit No. 8 for identification.)

Q. (By Mr. Friedman) Did you give a statement before an Agent of the National Labor Relations Board? A. Yes, I did.

Q. I would show you General Counsel's Exhibit 8 and ask you if you can identify that? A. Yes, I believe I can.

Q. Is that the statement that you gave? A. I haven't read it through, but, I am imagine it is.

It looks similar to it.

Q. Are those your initials on every page? A. Yes, they are.

97 Q. Were you asked to sign that statement at the end? A. Yes, I was.

Q. Did you read over the statement before you signed it? A. I believe I did.

Q. Were you asked to swear to the truth of that statement?

A. Yes, I was.

Q. I would call your attention to Paragraph 7 and ask you if you would read that paragraph to yourself. A. What page?

Q. Paragraph 7.

(Whereupon, witness complies)

A. That's right, Mrs. Gatto was not referred, that's before my time.

I was not a Principal at the time, but, she is one instance.

(Whereupon, witness refers to document.)

MR. FRIEDMAN: There is no question with regard to that.

First of all, I move to strike that as not responsive to any question.

JUDGE VON ROHR: I will let it stand.

Let's proceed.

Q. (By Mr. Friedman) Sister Denis, did you state in your statement

98 that St. Leo's School follows the terms and conditions of employment set forth in the personnel Handbook as virtually set forth therein? A. I did.

That means St. Leo's School at present has been doing that.

Mrs. Gatto's reference here is not the present.

Q. But, at the present, under your administration, you do follow the terms and conditions as set forth in this Handbook? A. I did not think of another case until you came forth with it now.

I did not think of it at this time, another case would have been that of Miss Monroe.

Miss Monroe came to our school not referred but had already been teaching in another school of the Diocese.

Q. So, you are saying with regard to the hiring procedure there may have been some discrepancies? A. Yes.

Q. With regard to the benefits and privileges and the various other sections of this Handbook, the School does follow those provisions? A. I would say that we follow it.

We have followed it, but, not with the idea that we couldn't be flexible and do what we want.

99 Q. But, you do follow it? A. So far, as far as I know.

Q. Now, with regard to the salary schedule as set forth in that Handbook?

JUDGE VON ROHR: I would assume by her last answer that that would include all of these items that are set forth in this booklet.

I don't think you have to pinpoint them any further.

MR. FRIEDMAN: That was the only specific one I was going to ask about.

Q. (By Mr. Friedman) With regard to the termination of a teacher at St. Leo's, do you notify the Diocese of your actions with regard to that discharge or termination? A. I discuss it with the Pastor.

He is the only one I am responsible to.

I usually send in a termination form when they are terminated.

Q. I would call your attention to Paragraph 11 of that statement and ask you if you would read that.

It's Page 4.

(Witness complies.)

Q. I would refer you to the sentence which starts, "The living quarters are provided free of charge by the Parish referring to the teaching Sisters."

100 Is that what you stated in your statement? A. That is what is written here.

Just this year I believe we started paying to the Pastor a certain amount.

It has not been the practice before.

Q. At the time that you gave the statement, they were provided free of charge then? A. No, they were not provided at that time.

MR. FRIEDMAN: Your Honor, I would offer this, General Counsel's Exhibit 8 as the prior inconsistent statement –

THE WITNESS: I would also be able to provide checks or what have you to show that the amount has been paid to the Parish each month.

The Coordinator of the Convent pays it.

I don't have any responsibility along that line.

MR. FLYNN: So, at the time that you made this statement you were unaware of the actual current practice?

THE WITNESS: Right.

Sister Mary Balthasare takes care of all of that.

In previous years we didn't have that but it is the practice of it now.

MR. FLYNN: She obviously made a mistake and her current testimony is as to the current facts.

101 JUDGE VON ROHR: The record will reflect your testimony.

I think you already indicated what the statement states.

MR. FRIEDMAN: I would also however wish to call your attention to the fact –

JUDGE VON ROHR: Let me put it this way, rather than offer the entire affidavit, I have no objection to you reading in the record at this point

that portion or the sentence that you think is pertinent from the affidavit.

MR. FRIEDMAN: Your Honor, the sentence was "Living quarters are provided free of charge by the Parish," and by the Parish is inserted in what I believe is a separate handwriting and next to it is the initial of Sister Mary Denis.

JUDGE VON ROHR: The record will so reflect it.

* * * * *

102 DENNIS JAMES FARRELL

was called as a witness by and on behalf of the National Labor Relations Board and, having been first duly sworn by Judge Von Rohr, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Friedman) Tell us your name and address. A. Dennis James Farrell.

JUDGE VON ROHR: Spell it.

THE WITNESS: F-a-r-r-e-l-l.

29-38 200th Street, Bayside, New York.

Q. (By Mr. Friedman) Mr. Farrell, by whom were you employed?

A. I was employed by the School and the Diocese.

MR. FRIEDMAN: I will withdraw that question and rephrase it.

MR. FLYNN: Have the answer stricken?

MR. FRIEDMAN: Yes.

JUDGE VON ROHR: Yes.

Q. (By Mr. Friedman) Where are you employed? A. St. Leo's School in Colonie.

Q. Would you tell us how long have you been teaching at that school?

JUDGE VON ROHR: Are you employed as a teacher?

THE WITNESS: Yes, this is my seventh year.

103 Q. (By Mr. Friedman) What do you teach? A. Social Studies in the seventh and eighth grades, English, Science and Art.

Q. Would you tell us how it came about that you were employed at the School? A. Well, at the end of my senior year in college, I wrote for an application to the Catholic Schools Office.

At the end of the summer I was notified to make an appoitnment to come down and be interviewed and I was.

I was interviewed by Mr. Berk who at that time was in charge of personnel.

I came down, was interviewed and he gave me the name of two schools that I should contact to arrange for an interview with the principal, one of the two schools was St. Leo's.

Q. Did you go to college? A. Yes, I went to St. Johns University.

I contacted the principal at St. Leo's and I went for an interview on the Sunday before Labor Day and I met with the principal.

She was Sister Mary Marcella and I was interviewed by Sister and the Sister told me at that time that I had the job and that she had to notify the Diocesan's Office that I was acceptable to her and I met her qualifications

104 and she didn't think there was a problem being that it was such a short period of time before school and she told me when I was to report to work.

She didn't think that there would be a problem.

Q. Did you then begin teaching at that point? A. Yes, I did.

Q. In the course of your employment do you receive various benefits? A. Yes, we have a hospitalization plan, dental plan, life insurance, major medical.

Q. Calling your attention to General Counsel's Exhibit No. 3 —

A. This is the plan, this is the group plan that was put into our mail boxes at the school.

Q. Do you receive any dental coverage? A. Yes, this is our first year with the dental plan.

Q. Did you ever have occasion to draw on that plan? A. Yes, I did.

Q. Did there come a time eventually when there was a payment made? A. Yes, I received payment.

MR. FLYNN: I would stipulate that he may have received benefits under the dental plan paid for by the Parish.

MR. FRIEDMAN: There was something else that I was going to say,
105 will you stipulate that the policy holder is the Roman Catholic Diocese of Brooklyn?

MR. FLYNN: So stipulated.

JUDGE VON ROHR: The stipulation is received.

Q. (By Mr. Friedman) Do you use any course syllabus? A. Yes. There are science syllabus and social studies syllabus.

Q. Do you ever receive any communications with regard to the courses from the Diocese? A. Yes, we receive communication about in service courses which are sponsored by the Diocese in order to help us, if it is a subject area that we have difficulty with or something we don't know, every now and then we receive communication depending on where we can get materials to help us.

MR. FRIEDMAN: I would ask to have this marked as General Counsel's Exhibit No. 9 for identification.

(The document above-referred to was marked General Counsel's Exhibit No. 9 for identification.)

Q. (By Mr. Friedman) I show you General Counsel's Exhibit 9 and ask you if you can identify that? A. Yes, this is a notice that I received from the Coordinator of Supervisor – the Diocese's Supervisor about some
106 books from Readers Digest which could be picked up at the Catholic Schools Office.

MR. FRIEDMAN: Your Honor, I would offer that as General Counsel's Exhibit No. 9.

MR. FLYNN: No objection.

JUDGE VON ROHR: May I see it, please?

(Whereupon, Judge Von Rohr examines document.)

JUDGE VON ROHR: The document is received.

(The document above-referred to heretofore marked General Counsel's Exhibit No. 9 was received in evidence.)

Q. (By Mr. Friedman) Mr. Farrell, do you ever have any conversations with your supervisors at the school with regard to the number of credit hours for each course? A. We – I don't know what you mean by credit hours.

Q. The time to be allotted for each course. A. At the end of the year when we start figuring out the schedules for the following year, how we are going to schedule the date, we have been told that.

Q. By whom? A. By the principal at a faculty meeting, that each subject area has been allotted a certain number of minutes that we are supposed to teach that, for example, math so many minutes per week, et cetera.

Q. Do you recall the last time that you were told this? A. The
107 last time we figured out schedules was at the end of last year.

Q. Who was that? A. Sister Mary Denis.

Q. I would call your attention to General Counsel's Exhibit 6 and ask if you would just look at that calendar there.

(Witness complies.)

A. I recognize it as a school calendar.

Q. Looking at the days which have been marked school closed –

A. Yes.

Q. Has St. Leo's School been open on any of those days during the years that fall in that calendar? A. I think that we have been closed for these days.

I don't see any that we were open on.

Q. Could you tell us, Mr. Farrell, with regard to textbooks, what the procedure is for obtaining textbooks? A. We get an allotment from the Government through one of the titles that allows us a certain amount of money which we can apply towards the purchase of textbooks.

So, we get a textbook order in and – that is, the Catholic Schools Office does and we go and look at this and decide which ones we want and we look at them in the order book and we have to see whether it's approved
108 by the Diocese.

Q. Who told you that? A. We have just gone through this and we were told by the principal.

Q. Have you ever had occasion to have any contact with in-service courses? A. Yes.

I have taken a number of in-service courses.

I have taken them in science and health education.

Some of our in-service courses are only one day meeting type of things.

I have taken several of those also.

Q. By whom are they conducted? A. We find out about them from the Catholic Schools Office, so, one of them I took in health education for example, and it was sponsored by the Health Aide Coordinator.

Q. Could you tell us what the status of those courses vis-a-vis whether you have to take them or what the procedure is? A. Well, when I was interviewed for the job I was told that I had to – I really don't remember how many years, but, I don't know if it's first two or three years but, in my first two or three years I don't remember which I was required to take a certain number of in-service courses.

109 Q. Who told you that? A. The principal at that time which was Sister Mary Marcella.

Q. In the course of your teaching have you ever had occasion to — well, do you receive observations in your teaching in your classroom?

A. I have been observed by the principal of the school.

I was observed this year by the Social Studies Coordinator, Sister Balthasare.

Q. When was that? A. It was in the beginning of the school year, I remember what I was teaching, so, I think it would be some time later October, maybe late November.

Sister came in and observed me for one whole Social Study period.

Q. Have you ever had such an experience before insofar as somebody from the Schools Office observing you? A. I think Sister Balthasare, I think Sister Balthasare, was the only one from the Catholic Schools Office that observed me.

Q. Is there any form that is prepared as a result of these observations?

A. Well, we have evaluation forms at the end of the year.

I have not been formally observed, but, I had evaluation forms last year and I don't recall being formally observed last year but, I have been.

I don't know whether or not the evaluation form is based on observations in the classroom.

Q. When do you receive this evaluation or are you shown a copy of this? A. Yes, we are brought in to review it and discuss it with the principal and sign it.

Q. When? A. I signed mine last year at the last week of school which would be some time around 18th, around June or early twenties.

Q. I call your attention to Appendix D of General Counsel's Exhibit 2 and ask if you can look at that.

(Witness complies.)

A. This is the evaluation form that was used last year and the year before also.

Q. Were you given any instructions as to what to do if you agreed or disagreed with that evaluation? A. We were told that signing the evaluation –

Q. By whom? A. Sister Mary Denis said to sign it and this does not mean we accepted what was stated on the evaluation and if there was something on there that we didn't agree with, we were able to make a rebuttal and we had to make two copies of which one was sent to the Catholic

111 Schools Office.

Q. Now, during the course of your employment, have you signed formal contracts? A. Yes.

MR. FRIEDMAN: I would like to have this marked as General Counsel's Exhibit 10.

(The document above-referred to was marked General Counsel's Exhibit No. 10 for identification.)

MR. FLYNN: It appears to be the bona fide contract of employment between Mr. Farrell and St. Leo's School and I have no objection to it.

(Reviewing document.)

JUDGE VON ROHR: Are you offering it?

MR. FRIEDMAN: Yes, your Honor.

JUDGE VON ROHR: It is received.

(The document above-referred to heretofore marked General Counsel's Exhibit No. 10, was received in evidence.)

Q. (By Mr. Friedman) Mr. Farrell, in the course of your employment, did you have occasion to communicate with a representative of Local 1261? A. Yes.

Q. Could you tell us when the first time you had that communication

112 was? A. Last year, some time during the second semester.

Q. Of what calendar year? A. '74, somewhere in February, January.

The teachers discussed the idea of joining a Union and we had a meeting at one of the teacher's houses and I got in touch with Mr. Gordon who came and gave a presentation on the Union.

JUDGE VON ROHR: Who is Mr. Gordon?

THE WITNESS: President of the Lay Faculty Association.

JUDGE VON ROHR: What's his first name?

THE WITNESS: Robert.

Q. (By Mr. Friedman) At that time was any further action taken?

A. No.

We discussed the pros and cons and we discussed it between ourselves whether or not it would be feasible to have an election and we decided it was not and no further action was taken.

Q. Would you tell us how many people were there? A. There were nine.

Q. Who were they? A. They were nine lay teachers from the school.

Q. Subsequent to that meeting, did you have any further communication at all with Local 1261? A. I'm sorry?

113

Q. Did you have any further communication with Local 1261 after that meeting? A. This year we didn't.

Q. In what year did you have any conversation?

JUDGE VON ROHR: Is this relevant?

MR. FRIEDMAN: Yes, it is, your Honor.

THE WITNESS: I had received mail at the school from the Union headquarters, brochures about benefits and things like that.

There were no more meetings.

Q. (By Mr. Friedman) Do you know how those brochures and the mail arrived? A. In an envelope with the letterhead or stamped Lay Faculty Association and the address and it was put in my mail box at the school.

Q. Now, during the course of your employment did you have any occasion to discuss any of these activities with any of your supervisors?

A. When I went in for my evaluation –

Q. When was that? A. Last year in the third week of June, '74.

JUDGE VON ROHR: June of '74?

THE WITNESS: Right.

114 When I went in for my evaluation Sister Mary Denis said to me that she had been aware that there had been a meeting about bringing in an outside organization into the school and she was aware that I had received mail because she herself had put it in the mail box.

Q. Did she say anytying further? A. At that time I can't recall.

Q. Now, subsequent to that conversation did you engage in any further communication with Local 1261? A. Yes, this school year in the beginning, October, some of the teachers who had been in favor of the Union last year had come up to me and asked me whether or not we should try again to join a Union and I said, that I would make the contact if I felt there was enough interest.

Some of them went to the new people in the school and it was by counting of heads that it was decided that we did have enough interest in it, so I contacted Mr. Gordon again and he in turn gave me forms to fill out.

JUDGE VON ROHR: When was this?

When you contacted him.

THE WITNESS: October.

JUDGE VON ROHR: '74?

THE WITNESS: October '74, maybe beginning of November.

I tend to think it was late October and he gave me forms to fill out

115 which I either gave to the teachers themselves –

JUDGE VON ROHR: Are these Union authorization cards that you are referring to?

THE WITNESS: Yes, right.

JUDGE VON ROHR: Off the record.

(Discussion off the record.)

JUDGE VON ROHR: Back on the record.

MR. FRIEDMAN: I would like to have this marked as General Counsel's Exhibit No. 11 for identification.

(The document above-referred to was marked General Counsel's Exhibit No. 11 for identification.)

Q. (By Mr. Friedman) Calling your attention to the document marked General Counsel's Exhibit No. 11, would you identify that please?

A. Yes.

This is the Union authorization form that I filled out.

Q. Do you recall when you signed that? A. In November.

Q. Is there a date on that form? A. November 5th.

JUDGE VON ROHR: Where did you sign it, if you remember?

THE WITNESS: I really don't – I think I probably signed it at my

116 home, but, I am not sure.

MR. FRIEDMAN: I would offer this as General Counsel's Exhibit No. 11.

MR. FLYNN: No objection.

JUDGE VON ROHR: It is received.

Q. (By Mr. Friedman) Now, Mr. Farrell, did you after you executed this document, did you have any occasion to have any further conversation with supervisors at the St. Leo's School with regard to the Union? A. Yes, on the Tuesday after Thanksgiving at lunchtime Sister Mary Denis asked me if I would see her after school and I did.

When I went into the office Miss Katherine Dietzche was in there, she's the Assistant Vice President.

When I went there Sister Denis said she wanted to speak to me concerning

a letter about an outside organization, concerning an outside organization and I presumed it was a letter saying the majority of the faculty had wanted to join this, because I placed the letter in Sister's mail box.

Q. Did you receive a copy of this? A. I did not have a copy, no. I placed it in Sister's mail box, I thought I was supposed to do that.

Q. Do you recall when you had done that in relation to this conversa-
117 tion? A. Yes, it was either the day before, the Monday or it was before Thanksgiving, the Monday after Thanksgiving.

Q. Would you tell us now, continue what was said. A. Sister said she was aware of the fact that I was trying to bring in an outside organization into the school.

She said that she would not have this outside organization in the school and she would use any legal means that she could to stop it.

I said I couldn't do this alone and if she was going to use the word you, she should use it collectively and Sister knew I was one of the higher ups because mail had come to me with the Union's letterhead at the top of an envelope addressed to me and Sister asked me what I wanted.

Q. Do you recall what she asked you specifically? A. I am not quoting verbatim, but, she said something like what do you expect to get from this outside organization and I said that I wanted some job security and Sister said, there could be no job security because if the outside organization came into the school, the school would close and I said, "I wanted a tenure system" and she went on to talk about dedication to the job and that we should be teaching for Christ and if I wanted more money I should go elsewhere.

I said I wasn't concerned about the money and was concerned only with
118 respect to the benefits.

Q. Increment starting salary, who is it that decides that? A. She said it was a group of people and I asked her to tell me and she said I should

contact the Catholic Schools Office, Brother Medard Shea.

Q. Was there anything further said? A. In the course of the conversation Sister had spoken to me about – she said I had excellent potential for leadership, but I was moving into the wrong direction and she said i was hurting my chances.

Q. Did she elaborate on that? A. No.

Q. Do you recall if anything was said at that meeting? A. Other than the fact that Sister commented several times that she did not want this outside organization into the school, I can't recall.

Q. Do you recall whether anything was said about the high school? A. She said that several high schools had closed since I think the number that was said was four, four Diocesan high schools had closed since the Union was put into the high schools.

JUDGE VON ROHR: Did she always use the word outside organization?

119 THE WITNESS: Yes.

Q. (By Mr. Friedman) Do you recall if she ever used the expression L.F.A.?

JUDGE VON ROHR: What was that?

Q. (By Mr. Friedman) Did she ever use the expression L.F.A., to your knowledge? A. I can't tell you the context that it was used in.

This was a long time ago.

I tend to think that it was used once.

I really can't tell you the context that it was used in.

Q. By the way, could you identify that? A. Lay Faculty Association.

Q. Which is? A. Local 1261.

Q. Did you have any occasion after this to participate in any further conversations or overhear any other remarks made by any officials of St. Leo's School? A. Well, the day before the assistant principal had commented to me about this, she was very, very upset.

Q. Aside from that, was there – A. The following day, the Wednesday after Thanksgiving we had a faculty meeting.

JUDGE VON ROHR: Was this before or after?

THE WITNESS. After the meeting I just described.

120 JUDGE VON ROHR: This was with whom?

THE WITNESS: This was a faculty meeting.

We had discussed several things, several members of the faculty were attempting to bring an outside organization into the school and Sister said that she would stop it in any way possible.

She did not want this outside organization into the school.

She commented that if job security was what we wanted, if this outside organization came into the school the school would not be able to meet the demands of the outside organization and that the school would close.

So, if it was job security we wanted we wouldn't have it because the schools would close.

She addressed herself to the new members of the faculty.

Q. Who were they? A. Mrs. Van Vallen, Miss Soldt, and Miss Glascock.

She said that the policy – well, I don't know whether this was the term she used, but, it was something like the last one hired was the first one fired and there would be no security there.

She talked in terms of the financial situation of the school and how the school was attempting to keep down tuition and that the school would not be able to meet their financial demands if this outside organization came in and

121 they would close.

Again, Sister said she talked about all the benefits that we had received.

Q. What did she say about them? A. How we get the dental benefits and stuff like that, and she commented about she talked to me.

Q. How did she say that? A. As I have spoken with Mr. Farrell, or something, she said if we had any questions on these benefits or salaries that we should call the Catholic Schools Office.

Q. Going back for a minute, did you ever have occasion by the way to apply for a job as a principal? A. Yes, I did.

Q. Could you tell us when that was? A. Last year.

Q. How was that handled? A. Several years ago a form was put up in the faculty room that any lay teachers working – that there would be a need for lay principals and any lay teachers who had five years of experience or more could apply as a lay principal in our Catholic elementary schools.

I think all they needed was the five year experience and a recommendation from their principal.

I went in and spoke with Sister Denis about this and I spoke about how
122 I wanted to think in terms of perhaps another alternative in education and I called the Catholic Schools Office and I asked for an application and they sent me one and I received a letter to call for an interview and I had an interview with Brother Medard and Father Green.

Q. Did anything further develop? A. No.

I never heard either way.

MR. FRIEDMAN: No further questions.

JUDGE VON ROHR: Mr. Flynn?

MR. FLYNN: I would like to make a request to be provided with a copy of any affidavit the witness may have given to General Counsel in the course of this investigation.

(Whereupon, Mr. Friedman hands document to Mr. Flynn.)

JUDGE VON ROHR: We will take a brief break while you are reading them.

(A short recess was taken.)

JUDGE VON ROHR: Back on the record.

CROSS-EXAMINATION

Q. (By Mr. Flynn) Mr. Farrell, do you have a title with the Union?

A. Do I have a title?

123 Q. Yes. A. Yes.

Q. What is that title? A. Union delegate.

Q. Could you tell us how mail is handled at the school? A. Mail as a rule is delivered to the office.

Q. What office? A. Principal's office.

JUDGE VON ROHR: May I interrupt?

As a Union delegate, you are not a paid representative, are you?

THE WITNESS: No.

Q. (By Mr. Flynn) But, you have a title delegate? A. Yes.

Q. Now, when mail is received at the school for you or for any teacher, where is it delivered? A. Usually to the principal's office.

Q. What does the principal do with the mail? A. I don't know if the principal does anything with it.

All I know is that the mail is distributed in the mail boxes.

Q. And the mail boxes are open for everyone to see? A. Yes.

Q. From time to time is it true that you received mail from the Lay Faculty Association at the school? A. Yes.

124 Q. Addressed to you at the school? A. Yes.

Q. This would be placed in your school mail box? A. Yes.

Q. And observable by all of the teachers or by anybody else that came to the mail area? A. If they took it out of the box, yes.

Q. The mail somehow got to the principal's office to the mail box by some process, is that correct? A. Yes.

Q. When you were receiving mail from theL.F.A., that was mail dealing with Union matters, I presume? A. Yes.

Q. Was it mail you had requested be sent to you? A. Some of it was, yes.

Q. You had requested the Union to send it to you at the school? A. No. I did not make a specific request.

Q. But, it was sent to you at the school? A. Yes.

Q. On a number of occasions? A. More than once, yes. I can't tell you how many times.

Q. You didn't tell the Union to send it to you at the school?

125 A. (No response.)

Q. In other words, you never told the Union don't send it to me at the school? A. No.

Q. In fact, you were not concerned, were you, Mr. Farrell with the fact that the principal or any other teacher might know you are a Union delegate?

MR. FRIEDMAN: Your Honor, I would object to the relevance with whether or not the witness was concerned with that fact.

THE WITNESS: I made my position clear that I was in the Union at the meeting.

Q. (By Mr. Flynn) You were not concerned during the remainder of the year 1974 or the fall of 1974 whether or not the principal or any other person knew you were a Union delegate? A. No.

JUDGE VON ROHR: In other words, you did not attempt to keep your Union interest and activities secret, is that correct?

THE WITNESS: Yes, that's correct.

Q. (By Mr. Flynn) Now, I wasn't clear about one point with respect to the Union authorization cards.

Did you yourself go around and ask employees to sign those cards, those

126 sheets of paper? A. I gave some of the cards or pieces of paper to the people that I saw and there were some days that I don't see some of the

people and those people that expressed the desire to pass out the cards I had given them their cards for other people to sign and asked them to mail them to my home.

Q. Did you among other employees or was it somebody else that asked Mrs. Van Vallen to sign a Union card? A. I don't know if I specifically gave the card to Mrs. Van Vallen or not.

Q. Did there come a time when Mrs. Van Vallen asked how she could get the card back? A. No.

* * * * *

127 Q. (By Mr. Flynn) I asked the witness:

Did it come to your attention that at some time Mrs. Van Vallen went to the Union in order to get the card back? A. She told me that last weekend.

Q. What? A. That she had written to the Union last weekend – wait, not that she had written last week but that was when she told me, prior to that I had no knowledge of it.

Q. Did she indicate what response she received from the Union?

A. No, she did not.

Q. Isn't it a fact, Mr. Farrell, that it was you that asked Mrs. Van Vallen to sign a Union card? A. I don't know if I specifically gave her the card.

I did not go to Mrs. Val Vallen first.

I did not approach her first.

I was told that she was interested in it and at that point I really don't know whether I specifically gave it to her.

Q. But, you might have? A. Yes, I might have.

Q. Isn't it a fact that Mrs. Van Vallen has subsequently talked to you

128 and criticized you for misleading her with respect to the Union card that in effect you told her all the teachers had signed cards? A. No, that's not true.

* * * * *

129 Q. (By Mr. Flynn) Has Mr. Van Vallen subsequent to November 1974 come to you and criticized the fact that you had misled her about how many teachers had signed cards when you approached her? A. No.

Q. With respect to Miss Soldt? A. Miss Soldt, yes.

Q. Do you recall whether or not it was you that approached her to sign a Union authorization card? A. I did not approach her in the beginning. I know that I gave her the piece of paper after I was informed by someone who spoke to her that she was interested.

Q. I am not clear on that. A. In other words what I am saying is that I was not the first person to discuss the Union with Miss Soldt.

Q. I asked you if you approahced Miss Soldt. A. I gave her the piece of paper and asked her if she wanted to sign it, this was after.

130 Q. Then your answer would be yes, is that correct? A. Yes.

Q. What did you tell her at this time?

JUDGE VON ROHR: What time?

Q. (By Mr. Flynn) At the time that he asked her to sign a card.

A. I gave her the piece of paper and told her it was the Union authorization card and if she wanted to join the Union she would sign it.

Q. Did you tell her how many other teachers signed the card?

A. I told her a majority of the teachers were going to.

Q. On what did you base that statement? A. On the fact that that's what they told me.

Q. Isn't it a fact, Mr. Farrell, that you told Miss Soldt that all of the teachers had signed or were going to sign the cards? A. No, that is not true.

Q. Now, in your evaluation for the school year ending June 1974 these are normally done at the end of the school year, is that correct? A. Yes.

Q. Now, in your testimony, direct testimony you testified to an inci-
131 dent on December, I believe, 3rd, a Tuesday, when you were interviewed with Sister Denis with teachers present and you testified about a meeting the following day? A. That was our regular faculty meeting.

Q. That was on presumably December 4th? A. Wednesday, that's correct.

Q. Again, certain things were said about an outside organization?
A. Yes.

Q. Before those two incidents and subsequent, had Sister or anyone else on the part of the school or the Parish discussed with you in any way anything that had to do with the Union? A. Yes.

Q. I am talking about the Sister, Sister Denis or the Pastor or any other people that you might consider as the Employer. A. Oh, no.

Q. Now, I believe – would you tell us again what Sister Denis told you on the meeting on December 13th, tell it to us as much as you can using words that Sister Denis used, not your interpretation. A. That's difficult.

Sister's opening statement to me was she wanted to discuss a letter which
132 had come to her concerning the outside organization.

Q. This was the Union's claim that it represented a majority?
A. Yes.

Q. Did you say anything to her? A. I said very little, only when specific questions were directed towards me did I answer.

Q. What did she say next? A. Sister discussed how she was opposed to this outside organization and Sister's words were that she would use any legal means or any means legally to stop this outside organization.

Q. She would use all legal means to prevent this outside organization from getting established? A. Well, she said she would stop this outside organization, she was opposed to it.

Sister again questioned me as to what specific things that I wanted to get from this outside organization.

She also – well, I said job security .

Sister said that there would be no job security if the outside organization came into the schools because schools would be closed, there would no job security.

Q. What did you say? A. I am not saying that these were her exact words, but she did say if this outside organization came into the school

133 that the schools would close then there would be no security.

There would be no security if there was no school.

Q. She said this outside organization would cause the schools to close? A. The school.

Q. Meaning St. Leo's? A. I presume so.

Q. Did she say why it would close? A. I don't remember – yes, I think – no.

Q. Now, please be clear. A. At one point Sister said something that the school would not be able to meet the financial demands.

Q. Did she say the school would have to close because it couldn't meet the financial demands of the Union or did she say if the outside organization got in it would close, what version is it that you are offering? A. They are two separate statements.

I think both were said.

Q. Miss Dietzche was present? A. Yes.

Q. If she were called to testify, she would presumably –

MR. FRIEDMAN: I object to that, your Honor.

MR. FLYNN: I withdraw that.

134 Q. (By Mr. Flynn) Did you say anything to Sister?

Did you make any comment back to Sister, any rebuttal? A. Well, I told Sister that this was not a personal thing against Sister and Sister asked me

what my actual expectations were and I indicated that our questions were with the Diocese, then Sister asked me what I expected and I said, job security and she asked me why didn't I come to her and discuss this matter with her first.

Q. Did you answer her? A. No.

Q. Did you discuss other elementary schools that -- A. We were the only school doing so, and I don't recall if I answered the Sister.

Q. You don't recall? A. No.

JUDGE VON ROHR: Excuse me?

THE WITNESS: I don't recall if I answered that.

Q. (By Mr. Flynn) Now, Mr. Farrell, to your knowledge, on the next day, the faculty meeting which was held the next day, what time was that meeting held? A. It was in the afternoon.

We dismiss at 12:00 on Wednesdays.

Q. Were other subjects discussed besides the Union, this outside organization? A. Yes.

135 Q. Normal school functions? A. Yes.

Q. What time in the meeting did Sister discuss this outside organization? A. At the end of the meeting.

Q. At this time did Sister again state that she would use all legal means to prevent this outside organization from coming into the school? A. No. This time she said she would use any means.

MR. FLYNN: No further questions at this time.

JUDGE VON ROHR: Anything on redirect?

MR. FRIEDMAN: Nothing, your Honor.

JUDGE VON ROHR: You are excused.

MR. FRIEDMAN: I'm sorry, I do have one particular area.

REDIRECT EXAMINATION

Q. (By Mr. Friedman) With regard to the mail that comes to you at the school, do you know who puts it in the mail boxes on a daily basis?

A. No.

Q. Where are these physically located? A. In the faculty room.

Q. Are there any administrative personnel employed at St. Leo's such as a clerical personnel? A. Yes, we have a secretary.

136 Q. Do you know if the principal has a secretary? A. Well, the secretary is a secretary for the school.

Q. Have you ever observed whether she has any role with regard to the mail? A. I have seen the secretary put mail into the mail boxes.

* * * * *

BARBARA MATOS

was called as a witness by and on behalf of the National Labor Relations

137 Board and, having been first duly sworn by Judge Von Rohr, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Friedman) What is your name? A. Barbara Matos.

Q. What is your address? A. 196-54 69th Avenue.

Q. Would you tell us where you are employed? A. St. Leo's School.

Q. What is your current status? A. Maternity leave.

Q. When did you go on that leave? A. Before Christmas vacation.

Q. Do you know approximately when? A. December 20th.

Q. Of 1974? A. Yes.

Q. Now, would you tell us what your position was prior to the time you went on maternity leave, what was your position? A. I was a second grade teacher.

Q. How long did you hold that position? A. Five and a half years.

Q. Could you tell us the procedure you went through to obtain that position at the school? A. I wrote to the Diocese's office for an application

138 and I received an application which I filled out, then I sent it back to the Diocese office.

After waiting a while they sent me a letter stating that I were to come down for an interview and I went to my interview.

Then later I got a later saying that I was to go down to St. Roberts Parochial School and I called up the principal and she said the job had been taken and later Sister Mary Marcella called me, she was the principal of St. Leo's then.

Q. You then did what? A. She hired me and I started that September.

Q. In the course of your employment, did you ever have occasion to see any communications from the Catholic Schools Office? A. Many times.

Q. What sort of communication? A. I was health and safety coordinator, so I would get many letters from the Offices, even if they were just newsletters.

Q. Did you ever receive any communication with regard to your specific job as a teacher, as a second grade teacher? A. We got instructions that we had to attend meetings, that the faculty would have to go to, but, not me personally.

139 Q. To whom were these addressed? A. The faculty of St. Leo's.

Q. Where were these communications from? A. The Brooklyn Diocese.

Q. Where were the meetings held? A. They would be held in the different schools.

We once had a meeting at St. Johns where all the schools attended.

Q. What was the subject matter? A. The beginning of school, clustering.

Q. Now, did there come a time when you requested maternity leave? A. Yes.

Q. Do you recall about when that was? A. It was sometime in either the beginning of December or the end of November.

Q. To whom did you address your request? A. The first was when I called Brother Medard Shea's office and told him that I was going on maternity leave and asked what was the procedure because I wanted to know if I would have my job back and he said that I would, and he sent me a letter.

MR. FRIEDMAN: I would ask to have this marked as General Counsel's Exhibit No. 12.

(Whereupon, the document above-referred to was marked General Counsel's Exhibit No. 12 for identification.)

Q. (By Mr. Friedman) I show you this document, General Counsel's Exhibit 12 and ask you if you can identify that? A. Yes, this is the letter.

Q. When did you receive that? A. It was the very beginning of October. If it wasn't the second day, maybe the second or third, I don't recall.

MR. FRIEDMAN: I would offer this as General Counsel's Exhibit No. 12.

MR. FLYNN: No objection.

JUDGE VON ROHR: It is received.

(The document above-referred to heretofore marked General Counsel's Exhibit No. 12, was received in evidence.)

Q. (By Mr. Friedman) Mrs. Matos, did you have any further conversation or any conversation with Sister Denis about the timing of your maternity leave? A. The week before Christmas I wasn't feeling well, so I called in a few sick days and she called me that Wednesday.

I told her I was going to be out Wednesday and Thursday and I would be in on Friday and she told me not to come in on Friday because she had

141 spoken with Brother Shea and he had said that my leave would start as of the 19th and on, and if I had any questions to call his office.

Q. Subsequent to that did you then go out on maternity leave?

A. Yes.

Q. During the course of your employment did you have occasion to sign a card, an authorization card for Local 1261? A. Yes.

Q. I would ask if you can identify that document (indicating)?

A. Yes, this is it.

Q. Can you recall when you signed that? A. November 4.

MR. FRIEDMAN: I would ask to have it marked and would offer it as General Counsel's Exhibit No. 13.

MR. FLYNN: No objection.

JUDGE VON ROHR: Received.

(The document above-referred to was marked General Counsel's Exhibit No. 13 and was received in evidence.)

Q. (By Mr. Friedman) Do you recall by the way where you executed that card or authorization card? A. Where did I receive it from? In school.

142 JUDGE VON ROHR: Where did you sign it?

THE WITNESS: At home.

JUDGE VON ROHR: Who did you return it to?

THE WITNESS: I sent it to Dennis Farrell.

Q. (By Mr. Friedman) Now, did there ever come a time when you attended a meeting at which the subject of the Union was discussed? A. Yes.

Q. By the supervisor at the school? A. Yes, it was a faculty meeting.

Q. When was that meeting? A. December 4, on a Wednesday.

Q. Do you recall about what time? A. It was after lunch, during lunchtime, 12:00, 12:30.

Q. Could you tell us what was said at this meeting? A. Well, it was a general meeting discussing report cards and other school matters.

Then it was brought up that there was something going on which we were all aware of, it was about bringing in an outside organization.

It was then said that this outside organization would be stopped with all power and means.

If this outside organization would be brought to the school, financially the school could not meet its demands and if this outside organization came in, because of the financial demands, the school would have to close.

143 Q. Do you recall anything else that was said? A. It was also referred to by hiring practices when an outside organization comes in the last one hired is the first one to be fired.

Q. To whom did she direct that to? A. Towards the new teachers.

JUDGE VON ROHR: To whom?

THE WITNESS: The new teachers.

Q. (By Mr. Friedman) Who is that? A. Jean Van Vallen, Kathy Soldt.

JUDGE VON ROHR: How do you know it was directed to them?

THE WITNESS: Well, the room was situated where there was one table – one table here and one table here (indicating) and the speaker was here (indicating) and she looked towards that direction.

Q. (By Mr. Friedman) Do you recall whether anything else was said? A. Offhand, no.

Q. Do you recall whether anything specifically was said about the benefits you were currently receiving? A. Yes.

A remark was passed that we received benefits and were very fortunate to get these benefits and Dennis Farrell is now taking advantage of the dental

144 plan.

Q. Do you recall whether anything else was said about any Parish or school? A. It was brought up about St. Gabriel's, how they are low and they had to fire their custodial employees because they could not afford to pay them and the parents of that Parish did the custodial work.

Q. Do you recall anything else whether anything else was said?

A. No.

MR. FRIEDMAN: I have no further questions.

MR. FLYNN: May I see the affidavit of this witness?

(Mr. Friedman handing documents to Mr. Flynn.)

CROSS-EXAMINATION

Q. (By Mr. Flynn) Mrs. Matos, I am referring now to the present school year, outside of the meeting that you described, the faculty meeting on December 4th that you described, before this or since that time has anybody in authority at the school or Parish spoken to you about the Union pros or cons? A. No.

Q. This was the only incident? A. Yes.

Q. With respect to that discussion by Sister Denis, can you tell us again
145 what Sister Denis said with respect to the school closing if the Union made demands? A. She never mentioned the word Union.

It was if the outside organization made any financial demands upon the school, they could not meet the demands and they would have to close the school.

Q. Well, isn't it true that in an affidavit you presented to the Labor Board you phrase that statement somewhat differently? A. I might have.

Q. Isn't it true that what you told the Board at that time was "She," I assume Sister Denis, said, "If the outside organization came in and made demands the school could not afford the school would close."

If it made demands? A. Yes.

Q. Not automatically just because it made demands but only if the demands were such that the school could not afford them? A. Right.

JUDGE VON ROHR: Let the record show that Counsel read and quoted the statement from the witness' affidavit.

Q. (By Mr. Flynn) Now, in your direct testimony you stated Sister Denis at this time also told the group that if an outside organization was brought in that under the rules of the outside organization the last one hired

146 would be the first one discharged, is that correct? A. Right.

Q. Now, in your direct testimony you also testified that this was made with specific emphasis towards the new teachers? A. Yes.

Q. Did you make any reference to that emphasis in your affidavit?

A. I don't remember.

Q. Isn't it a fact that you failed to mention in any respect that this comment was said with respect only to the new teachers?

MR. FRIEDMAN: I would object to a question specifically what was said in this statement unless she is shown a statement.

MR. FLYNN: I will be happy to provide the witness with a copy of the statement.

(Witness examines statement.)

MR. FLYNN: I refer her to the top of Page 7 where this matter was discussed and ask her where in that text is there any reference to special emphasis given with respect to the last one hired would be the first one discharged.

THE WITNESS: Would you ask me again?

147 Q. (By Mr. Flynn) Is there anywhere in that statement where you mentioned that the remark about the last one in would be the first one discharged, this remark was made with some special emphasis to the new teachers?

A. No, it is not in my statement.

Q. Is this a subsequent thought of yours, is that correct? A. It is not a subsequent thought.

Q. You didn't think enough of it to put it in this statement? A. I didn't add it.

MR. FLYNN: No further questions.

REDIRECT EXAMINATION

Q. (By Mr. Friedman) Mrs. Matos, a section was read to you before, I believe about if the outside organization came in and made demands, et cetera, that was read to you and you stated that was in the affidavit, is that correct? A. I guess so.

MR. FLYNN: Are you showing her the affidavit?

MR. FRIEDMAN: That is part of her statement, but, there is another statement –

MR. FLYNN: I object to that statement.

Are you trying to impeach your own witness?

MR. FRIEDMAN: It was completely consistent with her affidavit.

148 MR. FLYNN: It is in direct conflict and she admitted it was in conflict.

JUDGE VON ROHR: Is it your position there is another portion in that affidavit that relates to that portion?

MR. FRIEDMAN: Yes, your Honor.

JUDGE VON ROHR: Read it into the record.

MR. FRIEDMAN: Did you also say in a separate location that Sister said –

MR. FLYNN: All right, I withdraw the objection.

JUDGE VON ROHR: It is a rather lengthy affidavit and if the statement appears in another part other than that was referred to the witness I think in all fairness you are entitled to bring it out.

Q. (By Mr. Friedman) Did you state if it was financial reasons that we were forming the outside organization the school could not meet the demands of the outside organization and the demands of the outside organization would force the school to close? A. Yes.

JUDGE VON ROHR: I thought you were on another subject.

MR. FRIEDMAN: It's an on-going conversation and if there were more than one comment made, it should be indicated.

149 * * * * *

197 16 Court Street
Brooklyn, New York
Thursday, May 15, 1975

* * * * *

200 DIANA MUGNO

having been sworn by Judge Von Rohr took the stand and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Friedman) Miss Mugno, would you state your name and address? A. Diana Mugno, 8716 Commonwealth Boulevard, Melrose.

JUDGE VON ROHR: Keep your voice up, Miss Mugno.

Q. Could you tell us where you are employed? A. St. Leo's in Corona.

Q. Would you tell us what your position is? A. Six, sixth and seventh grade math teacher.

Q. How long have you held that position? A. This is my second year.

Q. Would you tell us the circumstances under which you began working? First, under which you began working in the schools, in the Catholic Schools? A. I put an application in to the Brooklyn Diocese in the summer of 1972.

I got a referral slip to St. John Cantius.

201 Q. Did you have an interview at the Diocese first? A. No, I did not. I got my position there about the third week of September '72.

Q. Will you tell us after you got your referral from the Diocese what did you then do?

Well, what sort of referral did you get, in what form was it?

A. It was a mimeographed sheet, form letter saying that my application had been sent from the Brooklyn Diocese to St. John Cantius and that I was

to telephone the principal to make an appointment for an interview.

Q. What sort of school, by the way, is St. John Cantius? A. It is a Catholic Parish school.

MR. FRIEDMAN: I would ask to have this marked General Counsel Exhibit 14.

(Document marked General Counsel's Exhibit 14 for identification, of this date.)

Q. I show you what has now been marked General Counsel Exhibit 14 and ask you if you can identify this for us? A. Yes, this was sent to me in the mail.

Q. Is this the referral form? A. Yes, it is.

Q. Following the receipt of this form, what did you then do?

202 A. I called up Sister Miriam, the principal of the school and she asked me if I was available that afternoon for an interview and I said yes.

I went down and I was hired that afternoon by Sister Miriam.

Q. Did you ever any further contact after that point with the Diocese? A. In September, no. They did not call me until December to come down for an interview so that my application could be permanent, that i would be permanently hired.

Q. Is that what you were told? A. Yes.

Q. To whom did you speak when you got this? A. I spoke to a Sister Regina at the Brooklyn Diocese office who gave me my interview.

Q. You had begun teaching at that point now? A. Third week in September.

Q. I would show you again that document General Counsel's Exhibit 14 and ask you if you've looked at the line referring to salary? A. Yes.

Q. Could you tell us at what salary you began at that school at? A. $6,800, exactly what it says here.

MR. FRIEDMAN: Your Honor, I would offer this as General Counsel's
203 Exhibit No. 14.

MR. FLYNN: Where it says salary – I have no objection to it.

JUDGE VON ROHR: It is received.

(General Counsel's Exhibit 14 received in evidence, of this date.)

Q. Did there come a time when you began teaching at St. Leo's school?

A. In March of the same year I was teaching at St. John's and one of the teachers there informed me that there would be a math position open at St. Leo's for the following September and she asked me if I was interested and I said yes.

She then went back to Sister Mary Denis and told me this and Sister Mary Denis said I should write a resume, which I did and gave to this other teacher to give to Sister. I didn't hear Sister again until I guess the second week in June, around June 20, and she asked me to come down for an interview, which I did.

She told me that the position was open for me if I could be relieved from my contract at St. Cantius.

I went back to my principal that Friday and told her my reason for wanting the job at St. Leo's and to put them in writing and she would release me.

Two weeks later I received a letter from Brother Medard Shea saying that I could not be released from my verbal contract at St. John Cantius, that I
204 had to go back there in September.

I called the Brooklyn Diocese office and asked to speak to Brother Medard and they said his secretary would not let me talk to him.

She said that it was between the two principals and Brother Medard and those were the only people he would speak to.

I then called Sister Mary Denis and she called and got in touch with Brother Medard's office and she got back to me and said I have to get a relived form to be relieved by the pastor of St. John Cantius, which I did.

I got the form and I was then able – I got the referral letter for St. Leo's and I was able to sign a contract towards the end of August.

Q. You then began teaching at St. Leo's? A. Yes.

Q. In the course of your teaching at St. Leo's did you have occasion to sign a card for Local 1261, an authorization card, I should say?

A. Yes, I did.

Q. I would show you this document and ask you if you could identify that? A. Yes, this is the form.

JUDGE VON ROHR: Pardon?

205 THE WITNESS: This is the form I filled out.

Q. Did you sign that form? A. Yes, I did.

Q. Do you recall the date that you signed it? A. It was the beginning of November, November 4th.

Q. Is the date on the form the date that you signed it? A. Yes, it is.

JUDGE VON ROHR: From whom did you receive the form?

THE WITNESS: I received the form from Dennis Farrell.

MR. FRIEDMAN: Your Honor, I would ask to have this marked and accepted in evidence as General Counsel's Exhibit 15.

MR. FLYNN: No objection.

JUDGE VON ROHR: It is received.

(Document received as General Counsel's Exhibit 15, of this date.)

Q. Miss Mugno, do you take any courses at the present time, educational courses? A. Yes, I do.

Q. Would you tell us where you take them? A. I take them at Fordham University.

Q. I would show you this document which is in evidence as General Counsel's Exhibit 7 and ask you if you could just identify that? A. Yes,

I received this in the mail a year ago, September.

206 Q. Is that the program you are in? A. Yes, this is the program I'm in.

Q. Would you tell us, is there any tuition arrangement in this program? A. Yes, for all teachers of the Brooklyn Diocese there is $12 discount per credit from Fordham University.

Q. Now, following the signing of that authorization did you have any occasion to overhear any statements by any of the superiors at St. Leo's with regard to the union or Local 1261? A. Yes, I did.

Q. Would you tell us when these statements were made? A. December 4, 1974.

Q. Would you tell us where they were made? A. At a faculty meeting.

Q. Would you tell us by whom they were made? And what the statements were. A. They were made by Sister Mary Denis and she started off by saying that she had received a letter from – that we were interested or contacted an outside organization and that she was extremely hurt by what we had done because she said that if a family had problems did they go to an outside organization?

She said that we had rights now but once an outside organization came

207 in we would not.

She told us that if we were here for our monthly pay check we didn't belong in St. Leo's.

She directed a statement to the new teachers saying that the last one hired is the first one fired.

Q. In what circumstance? In other words, what was the complete context of that statement? A. She said as far as I can remember, she looked at the new teachers and said "And for the new teachers seniority comes into

being" – I'm not sure about seniority, I don't know if she really said that, but I know she said the last one hired is the first one fired.

Q. Did she say under what set of circumstances that would occur?

A. No. To my knowledge I don't remember.

JUDGE VON ROHR: Did she say that this is what would or could happen if the union got in and that was their practice, that they had contracts to this effect, or was there anything of that nature said?

THE WITNESS: I really don't remember.

Q. You said, I believe, that she had directed it to the new teachers. In what form had she directed it? A. She looked right at them.

Q. Where were you sitting, by the way? A. Right behind the new teachers.

208 Q. Was anything else said about what she herself would do? A. Just that she was extremely hurt and I really can't remember.

Q. Did she say anything about the High Schools? A. Yes, she did.

Q. Do you recall what she said? A. She said when the Diocesan High Schools started there were nine and now there were five and they belonged to the outside organization.

Q. What was anything said about the conditions at St. Leo itself?

A. Yes, she said that St. Leo's was on a very very tight budget and they would be financially hurt by this.

Q. Do you recall if you heard the comment with regard to anything about closing? A. No, I did not.

MR. FRIEDMAN: I have no further questions.

CROSS EXAMINATION

Q. (BY MR. FLYNN) Ms. Mugno, when you applied for a job at St. Leo's I take it from your testimony that you applied directly to Sister Denis for a job. A. Yes, I did.

Q. I would like to show you what has been introduced here as evidence if I may as General Counsel's Exhibit 14 and where it indicates salary would
209 you read what it says before the salary? A. Diocesan salary recommended at the annual rate of –

Q. It says recommended? A. Yes.

Q. You indicated in your testimony that Sister talked to you or talked to the faculty on December 4th about this outside organization; is that correct? A. Yes.

Q. Was there any time prior to that date that Sister or anyone else in authority talked to you about the union or about any outside organization? A. Yes, there was.

Q. Pardon me? A. Yes.

Q. There was what? A. The year before.

Q. The year before? About what date or what time in the year before? A. It was in March.

Q. In March?

JUDGE VON ROHR: That would be March of '74?

THE WITNESS: Yes.

Q. Well, was anything said in this academic year, at the beginning of the
210 academic year up until this meeting on December 4th by Sister Denis to you? A. No.

Q. Is your answer no? A. No.

Q. Since that meeting on December 4 did Sister Denis or anyone else in authority say anything else to you about the union or this outside organization? A. If you mean from St. Leo's, no.

Q. From St. Leo's, I'm sorry. A. No.

Q. Now, turning to the faculty meeting that you just related, a sister referred to certain Diocesan High Schools that had reduced themselves in number from I think you said nine to five, correct? A. Yes.

Q. Wasn't it Sister's purpose to show you, to indicate to the faculty that the mere existence of a union didn't guarantee that schools would stay open or that jobs would be preserved? Wasn't that her purpose?

MR. FRIEDMAN: Your Honor, I would object to that, calling for the purpose.

JUDGE VON ROHR: Yes, for the purpose I would sustain the objection. You mean what was said but I think the purpose is conclusionary.

211 Q. Let me ask you, Miss Mugno, if you can, to tell us specifically what Sister said about those High Schools, her words as much as you can recall. A. She said that when the Diocesan High Schools started there were nine. There are now five and they belong to an outside organization.

Q. You said "I Believe". You said something in your direct if the union or this outside organization got into St. Leo's that you would not have any rights: is that your testimony? A. Yes, it is.

Q. Can you tell us again as best you can recall just exactly what Sister Denis said in this connection? A. She said that we had rights now but if an outside organization came in to being we would not.

MR. GLYNN: No further questions.

JUDGE VON ROHR: Anything further?

MR. FRIEDMAN: Yes.

REDIRECT EXAMINATION

Q. (By Mr. Friedman) You referred on cross examination to a previous comment. Would you tell us what the comment was?

Mr. Flynn: I object to that because it is obviously beyond the six month period in the statute.

212 The charge here was filed on or about December 4, 1974.

MR. FRIEDMAN: Your Honor, first of all it is background. We are not seeking an independent violation on that ground, but it is also, as counsel is

attempting to show, that the December 4th comments were isolated and I think that since he brought it up –

JUDGE VON ROHR: I think it is proper course examination. It was opened up.

Of course I understand it is not alleged to be independently violative of Section 8(a)(1), it cannot be.

THE WITNESS: Would you repeat the question?

Q. What was said in that conversation that you placed at about March? A. Sister Mary Denis was talking to – I think it was about gripes or anything that I felt was wrong at St. Leo's and she made the comment that she knew about a meeting that we had had in January of '74, and I had turned to her and said it was a fiasco and that was the full extent of our conversation on the union.

Q. By the way, what meeting was that? A. It was a meeting to discuss having the union at St. Leo's.

Q. Where was the meeting held? A. At Barbara Matos' house.

* * * * *

213 CORRINE GATTO

was called as a witness and, having been first duly sworn by Judge Von Rohr, took the stand and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Friedman) Mrs. Gatto, would you state your name and address, please for the record? A. Corrine Gatto. I live at 1435 160th Street, Beechhurst.

Q. Could you tell us where you are employed? A. At St. Leo's in Corona.

Q. And what your position is. A. Second grade teacher.

Q. How long have you held that position? A. This is my seventh year there.

Q. Would you tell us the circumstances under which you obtained the job?

JUDGE VON ROHR: Let me just interrupt to say this, I think the practice has been fairly well established, unless you have something new along this line or if it is someting that is in dispute that need corroboration, I don't know how much more we need.

214 MR. FRIEDMAN: Your Honor, in Mrs. Gatto's case I believe there is a twist which is relevant to the case.

Q. Would you tell us the circumstances? A. At the time Sister Marie Marcella was principal and she knew of my teaching experience and so she asked me if I would be interested in taking the first grade position since they needed a new teacher that year, and –

Q. What was your status by the way at that point? A. I was just one of the mothers helping out at the library when I said yes, that I would be interested, she said that I would have to go to the Diocesan office in Brooklyn in order to fill out an application and be interviewed there.

Q. Did you do so? A. And I did that, yes.

Q. And then following that interview? A. Then following that interview it seemed alright and they accepted my qualifications and so I started teaching the following Monday.

Q. Were you interviewed again at the school after that? A. No.

JUDGE VON ROHR: Have you asked what subjects she teaches?

Q. Could you tell us what subject? A. Well, I teach all the subjects for second grade, math, spelling

215 Q. In other words, they haven't separated them at that level?

A. No.

Q. In the course of your employment or during the time you were employed did you have occasion to sign a membership application for local 1261?

A. I did.

Q. I would show you this document and ask you if you could identify that. A. Yes.

Q. Is that your signature on it? A. That is my signature.

Q. And the date on it, could you tell us is that the date that you signed it? A. Yes.

Q. Do you recall where you signed this? A. I believe I took it home and then I mailed it.

Q. Do you recall who gave it to you? A. Mrs. Matos gave it to me and she said to fill it out and mail it to Dennis Farrell which I did.

MR. FRIEDMAN: Your Honor, I would ask to have this marked and accepted as General Counsel's Exhibit I believe it is 16.

JUDGE VON ROHR: Show it to counsel.

MR. FLYNN: No objection.

216 JUDGE VON ROHR: It is received.

(Document received in evidence as General Counsel's exhibit 16, of this date.)

Q. Mrs. Gatto, after you signed that authorization did you have any occasion to overhear any remarks made by any of your superiors at St. Leo's regard to that organization? A. Well, at a faculty meeting.

Q. Do you recall when it was? A. December 4, It was on a Wednesday afternoon, I do recall that at the faculty meeting Sister Mary Denis it had been brought to her attention that the Lay Faculty was trying to bring in an outside organization and that she would do everything in her power to keep out this outside organization.

She went on to say that if we joined the union the union would be telling us what to do. If we took part in union activities the school could close.

If the union came in and made demands on the school that the school could not afford, that the last people hired would be the first people fired.

She also said that if it was more money we wanted they should look elsewhere for a position, they should be teaching at St. Leo's because we were dedicated.

Q. Do you recall when she made that remark about the last one hired, first one fired? Where was she standing and where was she facing?

217 A. She was sitting opposite, on the opposite side of the room but I do believe she was facing the new teachers that had been hired sitting at the table next to me.

Q. Who were those new teachers? A. Jeane Van Valen and Cathy Soldt I remember were sitting at that table.

Q. Do you recall anything else she said? A. Well, she told us that Father Byrne had been very generous with us in giving us money and so on, but I do believe that there is a scale that the diocese does issue, salary scale.

Q. Do you recall whether she actually used – well, what expression did she use for the union? What was the expression that she used in the course of that conversation? A. Could you make that a little clearer?

Q. Do you recall how she referred to the union? A. She only referred to the union as an outside organization.

MR. FRIEDMAN: I have no further questions.

MR. FLYNN: May I review any affidavit that the witness may have made to General Counsel?

MR. FRIEDMAN: Let the record show I am handing him a statement.

MR. FLYNN: Might I take a few minutes, Your Honor, to review this?

218 JUDGE VON ROHR: Off the record.

(Discussion off the record.)

JUDGE VON ROHR: On the record.

CROSS EXAMINATION

Q. (By Mr. Flynn): Mrs. Gatto, in your testimony on direct you testified that you were at the school as a mother. What duties did you perform in that position? A. I was just a volunteer. I was helping out the library at that time.

Q. And that Sister Marcella who was then principal approached you? A. Yes.

Q. And asked you if you were interested in the job? A. Yes, because they needed a new teacher. There was going to be a third first grade.

Q. And at that time did Sister Marcella indicate that she would like to have you in her employ? A. Yes.

Q. Did she review with you at that time your background, teaching background? A. Well, I think she was familiar with it because we had spoken so she knew, she knew who I was and that I had taught before.

Q. You had taught before in fact in High School? A. I had taught in both Junior and Senior High and in elementary school.

219 Q. So at the time Sister approached you she was well aware of your background and qualifications? A. Yes.

Q. In your testimony you related the meeting of Sister Denis with the lay faculty but I guess it was the entire faculty? A. Yes.

Q. On December 4th of last year? A. Yes.

Q. Now, before that time in this academic year and since that date has Sister Denis or any representative or official or supervisor of the school ever said anything to you about the union in any way? A. None in the school, no.

Q. Your answer is no? A. No.

Q. You testified that Sister had said something to the effect that if the union or the outside organization got in the last teachers hired would be the first one fired or something to that effect; is that correct? A. Yes.

Q. And you testified that you believed that Sister indicated this was for the new teachers; is that correct? A. Yes.

220 Q. You used the term, I believe you said you believed. What led you to that belief? A. What led me to the belief that she was referring to the new teachers? They were the last ones hired.

Q. It was because you assumed that because she was saying that that she must have meant the new teachers? A. Yes.

Q. And that was the basis for your belief? A. It was what she said.

Q. What she said, not what she did or anything else? A. Well, I felt that she was looking in that direction.

Q. Would you tell us again just what Sister said at this time about this outside organization? A. Alright. She said that it had been brought to her attention that the lay faculty was trying to bring in an outside organization, and —

Q. Let me ask you before you finish, have you reviewed the testimony that you are presenting now with anybody? A. Have I reviewed it with anyone? Yes.

Q. Who have you reviewed it with? A. Well, I have reviewed it with Mr. Friedman.

Q. Who? A. Mr. Friedman.

Q. Did you review it with anybody else? A. Mr. Eisenberg. I made a statement to him.

221 Q. You made a statement to him? A. Yes.

Q. Did you review it with anybody else, any other members of the faculty? A. No, we didn't share our views. I mean we knew what we were saying. We knew that what we had said — we discussed it, yes.

Q. You discussed it with who? A. Well, just a group in the faculty itself.

Q. The other teachers? A. Yes.

Q. When did you discuss your testimony with these other teachers, yesterday? A. I really don't recall the date. It was after we had made the statement.

Q. What did you discuss with the teachers about your testimony? A. Just what had gone on at the meeting.

Q. Did you compare notes, so to speak? A. Well, it was after the statements had been made though.

Q. When you say statements you mean the affidavits made to the labor board, to the investigator? A. Yes.

Q. Were you here yesterday at the board office? A. Yes.

222 Q. Did you discuss your testimony with any of the persons that were present yesterday at this office? A. The people that came out sort of talked with us, yes.

Q. They discussed their testimony with you? A. Not with me alone, no.

Q. But the whole group? A. Just in general. We were all interested.

Q. When did you review your testimony with Mr. Friedman? A. I think I met Mr. Friedman on Monday.

Q. And did Mr. Friedman use any papers or documents when he was reviewing your testimony? A. Only my testimony, only my –

Q. Your affidavit? A. Yes.

Q. In other words, you went over your affidavit? A. Yes.

Q. Did he show it to you and permit you to read it again? A. We just went over some points. I didn't read the whole thing over again, no.

Q. Mrs. Gatto, would you go back, I asked you earlier would you tell us again what happened or what Sister said on the December 4th meeting? Could you tell us that again, please? A. Do you want me to begin again?

223 Q. Yes. A. Alrigh.., she said it had been brought to her attention that the lay faculty was trying to bring in an outside organization and that she would do everything in her power to keep out this organization. Those words I remember very distinctly.

She also said that the union would tell us what to do, that if we had — that if we were to take part in union activities the school could close. That if the union came in and made demands on the school that the school couldn't afford the last teachers hired would be the first ones fired.

Then she went on to say "Father Byrne had been very generous with us, with our salaries and that if we were looking for more money then we should look elsewhere for jobs because we shouldn't be working at — we should be working at St. Leo's because we were dedicated.

Q. Going back to the statement about that if you participated in union activity what would happen to you? A. She said if we participated in union activity that the school could close.

Q. The school could close? A. Yes.

Q. Didn't you say in your direct testimony "would"? A. I said

223/1 could or would. I wasn't sure.

I said in my testimony. I said that she had used the words "could" or "would" I was not sure which word she had used.

Q. Well, did you ask her what she meant by that? A. No.

Q. Did she explain what she meant by that? A. Well, I know I don't have to see my statement but I do recall that she referred to the High School, she said after they had unionized that some of them had closed.

Q. What is that? A. She referred to the High School, she said after they had unionized that some of them had closed.

JUDGE VON ROHR: Did she name the ones which had closed?

THE WITNESS: No, she didn't.

Q. You didn't put that in your statement. A. No, no.

Q. Would you say, Mrs. Gatto, that your version of that meeting that you gave on direct testimony was very similar to the version of that same meeting set forth in your affidavit? A. Yes.

Q. In fact it is practically verbatim, isn't it? A. I remember what I said.

224 Q. In fact you memorized it, didn't you?

MR. FRIEDMAN: I would object, Your Honor. I think it is an improper question.

JUDGE VON ROHR: You may answer it.

Did you make a conscious effort to memorize your affidavit?

THE WITNESS: I did not. I just remember what I said.

Q. Except for the incident about the High Schools isn't a fact that everything that you testified to on direct is set forth in that affidavit about that meeting in the exact sequence in which it was said? A. Maybe it was.

* * * * *

225 ANNETTE DI ROCCO

was called as a witness and, having first been duly sworn by Judge Von Rohr, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Friedman) Is that Mrs. Di Rocco? A. Yes, it is.

Q. Would you tell us your full name and address, please? A. My name is Annette Di Rocco. I live at 7108 64th Street, Glendale, New York.

Q. Would you tell us where you are employed? A. I am employed at St. Leo's school.

Q. And in what capacity? A. I'm a seventh grade teacher.

Q. How long have you held that position? A. This is my fifth year.

Q. Could you tell us when you began your employment? Will you relate the circumstances under which you were hired? A. In April of 19

or May of 1970 I had applied to the Diocese office in Brooklyn at 345 Adams Street for a position.

In September of 1970 I called the office and was then referred to St. Leo's school.

Q. Had you been interviewed at this point? A. No, I had not. The next day I went down for the interview in the afternoon.

226 Q. Where? A. St. Leo's school.

Q. To whom did you speak? A. I spoke to the principal and then I was informed that I had the job but I had to go down to the Diocesan office the next day for an interview, just as a matter of technicality, and the very next morning I went down to the Diocesan office.

Then that afternoon I reported for my first day of work.

Q. When you went down to the Diocesan office to whom did you speak? A. I believe – I don't remember his name exactly but it could have been Brother Medard, I don't know for sure.

Q. What office was it? A. It was at 345 Adams Street.

Q. When you went down there what transpired? A. It was just a simple interview.

Q. You said you started teaching when? A. That afternoon.

Q. Did there come a time during the course of your employment that you took for purposes of a honeymoon? A. Yes, I did.

Q. Do you recall when that was? A. In November of 1974.

227 Q. Would you tell us the circumstances under which you obtained that leave? A. I had requested a two week leave and had to take a three week leave, whereupon I was sick and I telegrammed the school notifying them on the 25th of November that I would be unable to return.

Q. What happened after that? A. When I returned to school, a week after I returned a Sister informed me that the Diocesan office wanted proof of my illness because I had taken an unauthorized absence.

Q. Was anything further said? Did she something further? A. She said that Brother Medard wanted to know why I was still working at the school and that I should be dismissed.

Q. Did you obtain any proof for – A. I did make arrangements and they were supposedly sent to Brother Medard.

Q. Was anything further said about that? Was anything ever said about that? A. No.

Q. By the way, I would call your attention to General Counsel's Exhibit 2 and refer to the salary schedule.

JUDGE VON ROHR: Is there anything new now? The document speaks
228 for itself.

MR. FRIEDMAN: I want to ask what her particular one is.

Q. Would you look at that salary schedule and would you tell us how your salary compares with those set forth in the schedule? A. If we look at the September 1, 1974 I obtained the fifth step.

Q. In other words, you were being paid on that schedule? A. Yes.

* * * * *

229 Q. During the course of your employment did you have occasion to execute an authorization for local 1621? A. Yes sir.

Q. I show you this document and ask you if you can identify that?

A. Yes, that is my handwriting and this is my authorization.

Q. Is that your signature? A. Yes.

Q. Do you recall what date you signed it? A. November 4, 1974.

Q. That is the date and in fact did you put that date on? A. Yes.

JUDGE VON ROHR: From whom did you receive the document?

Q. Where did you sign it? A. At home.

MR. FRIEDMAN: I would ask to have this marked and accepted into evidence as General Counsel's Exhibit 17.

JUDGE VON ROHR: Show it to counsel.

230 MR. FLYNN: No objection.

JUDGE VON ROHR: It is received.

(Document above described received in evidence as General Counsel's Exhibit 17, of this date.)

Q. Mrs. Di Rocco, after you executed that card did you have any occasion to overhear any remarks by any of your superiors at the school with regard to the presence of the union? A. Yes.

Q. Do you recall when that was? A. On December 4, 1974.

Q. Would you tell us where the remarks were made and by whom?

A. The remarks were made in the library of St. Leo's school by the principal.

Q. What was going on in the library at that time? A. We were having a faculty meeting.

Q. Would you tell us now what was said at that meeting?

A. School matters were discussed.

Sister brought to our attention the fact that she was aware of the union being organized in the school.

Q. Do you recall how she said it, how she phrased it? A. Yes sir, Sister said, and I quote "Some of you are trying to bring an outside organization into St. Leo's school and I feel that it is detrimental to St. Leo's school.

231 It will close the school, and I will do anything, I will take any means possible to prevent such an organization from being established."

Q. Do you recall what else she stated? A. She also went on to tell us that we have always been a family at St. Leo's school, that we should have gone to her for discussion rather than to an outside organization, that an outside organization is going to present the school with financial demands which she would be unable to meet and therefore, if we want more money she cannot provide it and therefore if we would be happy with more money we should go somewhere else for it.

She also stated that we were the highest paid Catholic school teachers and that we should be happy with what we have.

Q. Did she say with regard to the financial demands anything further, do you recall? A. Simply that she could not meet them.

Q. Did she say what would happen?

MR. FLYNN: I think the question is highly leading.

JUDGE VON ROHR: Sustained. The witness' memory is not shown to have been exhausted at this point.

Q. Could you state what the entire sentence was as stated by Sister Denis?

JUDGE VON ROHR: I really don't think the witness finished her testi-
232 mony to your initial question as to what was said at this meeting.

I think at one point you interrupted her.

Tell us again anything else that you recall, that was said, if anything.

THE WITNESS: Not in relation to financial demands or anything else?

JUDGE VON ROHR: On the subject of the outside organization.

THE WITNESS: Sister said, and I quote:

"If it is job security you want you have it now. With an outside organization the school will close and you will have no jobs."

Q. Do you recall what else was said? A. Sister looked at the three new teachers that were sitting together and she warned them that they should be more careful than the rest of us, that there has always been the philosophy of this outside organization to adopt the policy of let me get it straight the last one hired, the first one fired.

Q. Do you recall anything else that was said in the course of this conversation?

MR. FLYNN: Would you repeat the question?

Q. Do you recall anything else that was said during the course of the conversation? A. I believe not. I think that is about what I remember.

233 Q. Do you recall whether anything was said with regard to the financial demands? A. Sister simply said that "I cannot meet the financial demands and the school will close."

* * * * *

234 CROSS-EXAMINATION

Q. (By Mr. Flynn) Mrs. Di Rocco, altogether how much time did you take, were you absent from school in November and December as the result of a honeymoon leave of absence? A. Approximately three weeks.

Q. Four weeks? A. Three.

Q. Three weeks? A. Yes.

Q. What date did you begin the leave? A. November – Well, November 11 was Veterans Day which is a holiday at school, so if you want to count that that would be the beginning date.

Q. What was the last day you worked? A. November 8th.

Q. What date did you return? A. December 4th.

Q. You left November 8 and you returned December 4th? A. No, I didn't leave November 8th.

Q. That was your last day at work? A. Oh, I see what you mean.

235 Q. That is closer to a month, isn't it? A. Well, I wasn't counting the holidays. I thought you meant –

Q. You were absent from school for a period of almost a month; isn't that correct? A. Yes.

Q. November 4th or November 8th to December 4th is about a month, not three weeks. A. I was talking about school days.

JUDGE VON ROHR: Where did you go at that time?

THE WITNESS: England.

Q. This was a honeymoon; is that correct? A. Yes.

Q. And you mentioned in your testimony that you had become ill on your honeymoon? A. Towards the end of it, yes.

Q. And you mentioned in your testimony that you had become ill on your honeymoon? A. Towards the end of it, yes.

Q. Initially how much time had you asked for? A. Two weeks.

Q. And when did you get sick? A. Towards the end of my second week.

Q. Towards the end of your second week? A. Yes.

Q. What was the nature of your illness? A. I had taken something, I had eaten something which did not agree with me and I was deathly ill.

236 Q. An upset stomach? A. No sir.

* * * * *

Q. You referred, Mrs. Di Rocco, to a telegram that you sent to the school; is that correct?

MR. FLYNN: I would like to have marked as respondent's exhibit 1 this document.

237 (Copy of telegram marked Respondent's Exhibit 1 for identification, of this date.)

Q. Mrs. Di Rocco, I would like to show you what has been marked for identification as Respondent's Exhibit 1 and ask you if this is the telegram or copy of the telegram that you sent to the school at that time? A. I gave someone – they ran a message for me which was to send this particular telegram so the wording of it was not my own wording.

Q I am not quite clear what you are saying. A. In other words, someone was doing this errand for me to send this particular telegram.

Q. Who prepared the telegram? A. A friend of the family.

Q. Which friend? A. I do not know his name.

JUDGE VON ROHR: In any event this was just a telegram.

THE WITNESS: Apparently it is. You don't see telegrams when you send them.

JUDGE VON ROHR: May I see?

MR. FLYNN: I can either do it through Sister Denis or directly but this is a copy of a telegram received by the school from Mrs. Di Rocco concerning the illness as she testified to, and I would like to offer it into evidence at this
238 time.

JUDGE VON ROHR: I will ask counsel if he will stipulate that it was received.

MR. FRIEDMAN: Your Honor, I think inasmuch as I understand Sister Denis is going to be called, I think it will be more proper at that time. I have no knowledge that it is or have no knowledge that it is not.

MR. FLYNN: In that case I will have to recall the witness after Sister Denis testifies. This directly bears on her credibility.

JUDGE VON ROHR: Can't you question her even without the document being received in evidence?

Q. (By Mr. Flynn) Who prepared the telegram for you? A. Well, I had simply told someone to send a telegram to the school about the illness.

Q. Who did you tell this to? A. A friend of the family.

Q. What was that friend's name? A. I do not recall.

JUDGE VON ROHR: Let me ask you this, were you still in England?

THE WITNESS: Yes, this is all in England.

JUDGE VON ROHR: Did you make a long distance telephone call?

THE WITNESS: No, I did not.

239 Q. You made no attempt to telephone? A. No.

JUDGE VON ROHR: Did you talk to one of your relatives who might have prepared the telegram.

THE WITNESS: No.

JUDGE VON ROHR: How would he know what to say? How did you contact whoever sent the telegram?

THE WITNESS: In other words, I put it down on a piece of paper, the address, and simply by word of mouth I said please send this telegram to the

school telling them I will be unable to return.

JUDGE VON ROHR: Who did you tell that to?

THE WITNESS: To a friend of the family.

JUDGE VON ROHR: Was that friend over in England?

THE WITNESS: Yes, this is all over in England.

Q. Why did you tell it to a friend of the family? A. Because he volunteered to do this errand for me.

Q. What was the errand? A. To send this telegram.

Q. Couldn't you have picked up a telephone in England and called the local telegraph office? A. I'm not familiar with the procedure so I sent a friend. All I know is —

Q. What did the friend look like? A. Oh gee.

240 Q. Was it a male? A. Yes, it was.

JUDGE VON ROHR: Do you know the name?

THE WITNESS: No, I don't know.

Q. So you gave a person that was a friend of your relatives — directed that person to send a telegram to the school that you were ill? A. Yes.

Q. And apparently according to this document which has been marked for identification Respondent's Exhibit 1 the information got mixed up; is that your story? And instead of you being ill it was your husband that was ill?

A. We were both ill.

Q. You were both ill? A. Now, you didn't ask that question.

Q. I didn't know, but you were both ill? A. Yes.

Q. The same type of illness? A. The same type of illness.

Q. But you didn't mention in this telegram that you were ill, did you?

A. No, I didn't. Apparently it is not as I read it.

Q. Isn't it a fact, Mrs. Di Rocco, that from the start of the school year you had planned to take a four week leave of absence for a honeymoon,

plans had been made, arrangements had been made and you had intended to

241 do this from the start of the school year? A. No sir.

Q. Didn't Sister tell you about that? A. She told me that she was very upset.

Q. That you were taking a month's vacation in the middle of the school year? A. Yes, she tried to get me to change my plans to a summer wedding.

Q. And you didn't change your plans for a summer wedding?

A. No.

* * * * *

242 Q. Why didn't you take your vacation in the summer time?

A. First of all my husband could not obtain –

JUDGE VON ROHR: Now you are asking why didn't she take a vacation? I think that is –

MR. FLYNN: We will bring it out, Your Honor.

Q. Mrs. Di Rocco, referring to the meeting of December 4th that you testified about, prior to that date and this academic year did Sister Denis or anybody else on behalf of the school or parish say anything to you about this outside organization or union? A. When you say anyone else you mean anyone else employed at St. Leo's school, not necessarily –

Q. Anyone else in authority? A. No.

Q. Since that date, that is December 4th, has anyone either Sister Denis or the pastor or anyone else in authority said anything to you about this union or this outside organization? A. No sir.

Q. This was the only occasion – A. Yes.

243 Q. (continuing) – that you heard someone discuss an outside organization? A. That's right, sir.

Q. Did you take any notes of that meeting? A. To tell you the truth I had written down one word which in my testimony I gave and that

was the word "detrimental".

Q. That was the only word you wrote down? A. I wrote it down on a piece of scrap paper but then I was doodling and went through it.

Q. So the key thought that emerged in your mind from Sister Denis' remarks was that a union would be "detrimental" to the school?

A. That is right.

Q. That was the key significant thing to you on what she said?

A. That is right.

Q. And it was so significant that you wrote that one word down on your doodle pad as we all do? A. Yes.

* * * * *

ROBERT M. GORDON

244 having been sworn by Judge Von Rohr took the stand and testified as follows:

245 DIRECT EXAMINATION

Q. (By Mr. Friedman) Mr. Gordon, would you state your name and address. A. Robert M. Gordon, 175-20 Wexford Terrace, Jamaica Estates, New York.

Q. Mr. Gordon, first of all, could you tell us by whom you are employed? A. I am employed by Christ the King High School in Middle Village in Queens.

Q. In what capacity? A. A teacher in the school.

Q. Do you also hold a position with local 1261? A. Yes, I'm the president of the local.

Q. How long have you had that position. A. Since December 1, 1973.

Q. During the course of your functions as president did you have occasion to acquire any authorizations from teachers at St. Leo's school? A. Yes, I did.

Q. Do you recall right now how many authorizations? A. My recollection is nine altogether.

Q. Were they all acquired at the same time? A. No, seven were acquired within the course of one week and there were two others acquired subsequently.

Q. Did you in the course of your duties have occasion to have any
246 communication with St. Leo's school? A. Yes, I did.

Q. What form did that communication take? A. A request for recognition made on the majority having designated the union as its bargaining representative.

Q. Do you recall approximately when that was? A. That was the third week in November as I recall.

JUDGE VON ROHR: 1974?

THE WITNESS: '74, yes.

MR. FRIEDMAN: I would ask to have this marked as General Counsel Exhibit 18.

(Document marked General Counsel's Exhibit 18 for identification, of this date.)

Q. Mr. Gordon, General Counsel's Exhibit 18, is that the letter you sent? A. Yes, it is.

Q. Calling your attention by the way to the numbers at the top, would you tell us, at the very top next to the holes, was that on the original letter as sent? A. No, it was not.

MR. FLYNN: No objection.

MR. FRIEDMAN: I would offer this as General Counsel's Exhibit 18.

JUDGE VON ROHR: Received.

(General Counsel's Exhibit 18 for identification received in evidence,
247 of this date.)

MR. FRIEDMAN: I would note, Your Honor, as the witness stated, General Counsel's Exhibit 18 is not offering the numbers 29-Ca-4135. They were appended later, of course.

Q. Mr. Gordon, did you have occasion to receive a response to that letter? A. Yes, I did.

MR. FRIEDMAN: I would ask to have this marked as GC Exhibit 19.

(Document marked General Counsel's Exhibit 19 for identification, of this date.)

Q. Mr. Gordon, I would just ask you if you would identify that?

A. Yes, this is the letter I received.

JUDGE VON ROHR: May I see it, please?

MR. FRIEDMAN: Your Honor, I would show this to opposing counsel.

MR. FLYNN: No objection.

JUDGE VON ROHR: Received.

(General Counsel's Exhibit 19 for identification received in evidence of this date.)

Q. Mr. Gordon, do you recall by the way approximately when you received that letter? A. The first week in December as I recall it.

Q. With regard to the letter that was identified as General Counsel's 18,
247/A the letter that you sent, did you make any copies of that letter?

A. Yes.

Q. Did you do anything with any of them? A. I mailed one to the Labor Board.

Q. Did you send any other copies to any individuals? A. I sent a copy to our attorney and Mr. Farrell. Mr. Farrell received a copy of that letter.

Q. During the course of your duties did you have occasion by the way to meet with members of the faculty of St. Leo's? A. Yes.

Q. Do you recall when that was? A. Within the period we are discussing, yes, there was a meeting in the second week in December 1974.

Q. Do you recall the specific date? A. December 10th.

Q. At that meeting do you recall if you gave cards to any members of the faculty? A. Mrs. Martelli.

Q. Could you tell us what she did with that card? A. Yes, she signed it in my presence and in the presence of the other people from St. Leo's.

Q. By "card" by the way, you understand I am referring to these authorization forms? A. Yes.

248 Q. With the exception of the letters that have been referred to did you have any other communication with any officials at St. Leo's? A. No.

Q. Did you ever communicate any specific monetary demands to them? A. No.

Q. Does local 1261 have any collective bargaining agreements at all? A. Yes.

Q. With whom? A. With high schools.

Q. Do you have any with any elementary schools? A. No.

JUDGE VON ROHR: Incidentally, the high schools you are referring to are the Catholic High Schools?

THE WITNESS: Yes, they are all Catholic High Schools.

Q. Which high schools are they by the way? Not by name but what high schools are they, in other words? A. Other than by name what do you mean?

Q. In fact diocesan schools? A. Yes.

MR. FLYNN: Henry Hall association.

249 THE WITNESS: Some of the schools are the Hall Association Schools.

Q. There is also one separate side contract with another high school? A. Yes.

Q. Has local 1261 formulated any specific monetary demands at this point for elmentary schools? A. No.

Q. Would you tell us in its contracts does local 1261 have any provision for job security? A. There is a –

* * * * *

250 Q. Will you tell us what the policy was?

JUDGE VON ROHR: You mean policy or provision?

Q. What the provisions are in your contracts with regard to job security, along those lines? A. There is a tenure provision.

Q. What is that provision? A. That teachers who have been employed in excess of three years may be fired only for cause.

Q. Is there any provision as far as in case of a lay off? A. Yes, in case of a lay off none untenured teachers would be laid off before tenured

251 teachers.

Q. But within each classification, tenured or non-tenured, is there any provision? A. No. In fact there were cases where a teacher who has been teaching for twelve years would be discharged before a teacher teaching for four years, or a non-tenured category, a teacher teaching for three could and in fact have been discharged before teachers teaching one or two years.

MR. FRIEDMAN: I have no further questions.

CROSS EXAMINATION

Q. (By Mr. Flynn) Mr. Gordon, you testified you sent Mr. Farrell who has been identified in this record as a union delegate, you sent him a copy of the letter you sent Sister Denis requesting recognition; is that correct?

A. Yes, it is my general recollection that I sent a copy of everything to Mr. Farrell.

Q. Where did you mail that letter to Mr. Farrell? A. Probably at the school.

Q. Would that have been in the envelope of the union? A. Yes.

Q. The AFL – A. Yes.

Q. Isn't it a fact, Mr. Gordon, that the union is currently making demands in negotiations for more strict seniority system under which the least senior teacher would be the first teacher laid off. A. The union is

252 currently proposing a seniority system in its negotiations with the Hal Association, yes.

Q. Yes. And under that system isn't it a fact tht the teacher with the least seniority would be the first to be laid off if there was a job cutback? A. That is correct, that proposal was made some four months after the period we are talking about.

MR. FLYNN: No further questions.

REDIRECT EXAMINATION

Q. (By Mr. Friedman) Do you recall when that proposal was made? A. March, 1975.

* * * * *

254 KATHERINE SOLDT

was called as a witness and, having been duly sworn by Judge Von Rohr, took the stand and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Friedman) Would you state your full name and address? A. Katherine Soldt, 8410 34th Avenue, Jackson Heights, New York.

Q. Could you tell us where you are employed? A. St. Leo's school in Corona.

Q. And what your job is there? A. I'm a science teacher for the grades fifth, sixth and seventh.

Q. How long have you been working there? A. This is my first year in September.

Q. During the course of your employment did you sign an authorization for local 1261? A. Yes, I did.

Q. I show you this document and ask is that your authorization you signed? A. Yes, it is.

255 Q. Do you recall what date you signed it on? A. The exact date, no. It was –

Q. Is that the date set forth there on the bottom?

MR. FRIEDMAN: Your Honor, I would ask to have this marked and accepted in evidence as General Counsel's Exhibit 20.

JUDGE VON ROHR: Show it to counsel.

Any objection?

MR. FLYNN: No objection.

JUDGE VON ROHR: It is received.

(Document received in evidence as General Counsel's Exhibit 20 of this date.)

MR. FRIEDMAN: I have no further questions.

CROSS EXAMINATION

Q. (By Mr. Flynn) Mrs. Soldt, it is Mrs. Soldt? A. Miss.

Q. When you signed what has just been referred to as General Counsel's Exhibit 20 who approached you to sign this? A. Dennis Farrell.

Q. Can you tell us what he told you at this time? A. Yes, the union – there has been established a union in other diocesan grammar schools such St. Thomas the Apostle and Resurrection, Ascension and I believe he mentioned another which I cannot recall.

He said "I'm going to give you this slip of paper which you may sign.

256 It is up to you to sign or not, and following this slip of paper a vote will be brought into the school to decide whether there would be a union or not".

I was led to believe that this slip of paper was a proposal to bring in this vote into the school.

MR. FRIEDMAN: Your Honor, I would object to the characterization as to what she was led to believe. The question is what was said.

JUDGE VON ROHR: Sustained.

Q. What was said to you that led you to believe that this was for a proposal? A. I was told that "Sign this paper and send it to me" to Mr. Farrell. He would then in turn send it to the head of the union and then, if

they got enough votes in the school to bring in this election, then the election would be brought in and then we would just have a yes or no secret ballot, the entire faculty would have, then that would determine whether the union was brought in or not.

Q. Were you told anything about whether or not other teachers had signed similar authorization cards? A. No.

Q. Ms. Soldt, did you attend a faculty meeting on December 4th at St. Leo's? A. Yes, I did.

MR. FRIEDMAN: Your Honor, at this point I would object to this as
257 beyond the scope and counsel is making Ms. Soldt his own witness at this point.

MR. FLYNN: I would request she be made my own witness because it would save calling her back.

JUDGE VON ROHR: Very well, let the record show the witness is being made a respondent's witness at this point.

MR. FLYNN: Read back the question.

(Whereupon the pending question was read by the reporter.)

DIRECT EXAMINATION

Q. (By Mr. Flynn) Can you tell us what happened at that meeting to the best of your recollection? A. We went in. It was the regular faculty meeting. We discussed business that was coming up in the school, report cards, at that time, parent-teacher interviews.

It lasted a couple of minutes or so and Sister began to speak about the fact that she had become aware of an outside organization being introduced into St. Leo's and she first spoke personally that she was hurt that she did not know about it and that no one had the courage to come to her.

She spoke and said that previously and right up to this point she had always said to every one of us if we had any problems to come to her personally, she would do what she could.

258 If we could not face her with the problem we should write anonymously and put it into her mail box and she even said that would take anyone's embarrassment if they could not face her.

Sister went on to say that she would do anything within the law to keep this organization out of St. Leo's.

Sister also said that there was another school, St. Gabriels, who was in financial trouble and this school, the parents and the faculty all pitched in to keep the school open, otherwise it would have had to close, and I was believing from this that we at St. Leo's –

JUDGE VON ROHR: Just testify as to what was said, not what you believed.

A. (continuing) – OK.

Sister said Father Byrne who [illegible] our pastor had given us every increment advised by the diocesan even though he does not have to give us those increments, he did give us every increment.

We did have everything we wanted. Anything any teacher had asked for she had received – gotten for them, excuse me, and then Sister said "If it is job security you want there is only one thing that is important, you cannot have job security unless the schools are open." And I believe that is all I remember.

Q. Did Sister say anything about the closing of St. Leo's? A. No,

259 sir.

Q. Did she say that if the union got in St. Leo's would be closed?

A. No.

Q. Did she say that if the employees engaged in union activities the school, St. Leo's school would be closed? A. No.

Q. Did she anything at that meeting of December 4th that sounded like a threat or an effort to intimidate you or other employees against joining the union?

MR. FRIEDMAN: Your Honor, I would object to the question as--

JUDGE VON ROHR: Sustained.

Q. Did there come a time when you learned whether or not other elementary schools in the diocese of Brooklyn were in fact organized by any union? A. Could you reword that, please?

Q. Well, you testified that Mr. Farrell had told you that other elementary school teachers had been organized by unions. A. Right.

Q. Did there come a time when you learned whether or not this statement was accurate? A. Well, I learned for a fact that St. Thomas the

260 Apostle, it was inaccurate because a friend of mine who I met through a friend of mine, and I didn't meet her until January, her name is Regina, I don't know her last name, goes to St. Thomas the Apostle and she said absolutely not. She knew nothing about it. She works there, doesn't go there.

Q. Prior to this meeting on December 4th and subsequent to this meeting on December 4th that you just testified to, did Sister or anybody else on behalf of the school discuss with you anything about any outside organization or any union? A. On the Monday previous to this there was --

Q. Previous to December 4th? A. Right, December 2nd it would be, there was I guess you would call it a blow-up or flare-up at lunchtime in the faculty room and one of the teachers, Mrs. Dora Campo came storming into the faculty room, totally like she couldn't believe that something had gone on she knew nothing about it and at this time --

Q. What did this have reference to? A. She said, not her exact wording, but she came in with the expressions "I don't believe you did this, you are trying to bring the union into St. Leo's."

Some of us didn't know anything about it and she said "I thought we were friends, I thought we were a faculty that worked together. I don't be-

261 lieve it, I'm very hurt."

She was – kept stressing the point that she was very hurt that they had
261 gone behind her back.

Q. At this time were there any supervisory personnel present? Was Sister Denis present? A. No, she was not.

Q. This was just the faculty? A. Right.

MR. FRIEDMAN: I would therefore object to the relevance of that entire statement.

JUDGE VON ROHR: Well, it is in though, so I will let it stand.

Q. Did anything happen next after this? A. Another one of the teachers, Mrs. Kathleen Dietsche said that she also did not know anything about this, and –

Q. Let me ask you this, Ms. Soldt, other than this flare-up in the faculty room did sister Denis or anybody in authority, the pastor or someone acting on their behalf prior to the meeting of December 4th or after it say anything to you pro or con about the union? A. No.

MR. FLYNN: No further questions.

CROSS EXAMINATION

* * * * *

262 Q. Would you tell us again specifically what Mr. Farrell said to you when he gave you that card? A. He said to me that "This is a card that you do not have to sign, read it over. Think it over. It is for you to decide. It is your decision totally."

He said unions have been established in some of the grammar schools than in St. Leo's, St. Thomas the Apostle and Ascension and I believe there was another one which I cannot recall.

Q. Do you recall whether he may have used the words that they were organizing at those schools? A. No, I believe he said they were in. He said "We are not the first".

Q. Was that the reason that you signed the card because you thought there were other schools involved? A. I signed the card because I was under the impression that first of all it was the entire faculty had known about it and I was also under the impression this was a proposal to bring in

263 a vote and that vote would finalize it, either you vote yes or no later.

Q. Specifically with regard to that matter of a vote, specifically again what was said to you? A. Mr. Farrell said to me that you sign this now and if we get enough signatures now we will bring in a vote.

When the vote comes in it will be a secret ballot and everyone on the faculty will vote and then if the majority vote for the union the union will be brought in.

Q. He used the expression "Bring in a vote?" A. Yes.

Q. Did he say who would conduct this or did he say anything about who would conduct such a vote? A. The union, the union representative would bring in a vote and it would be a secret ballot which all employees would take part in.

Q. By the way, when you took that card home – did you take the card home before you signed it?

* * * * *

264 JUDGE VON ROHR: Did you also notice on there it says nothing about an election? Did you ever ask anybody first about that?

THE WITNESS: I asked him and he said definitely.

JUDGE VON ROHR: Did you talk to him for a second time after you read this?

THE WITNESS: I believe I did because he approached me.

265 JUDGE VON ROHR: What was the second conversation and how did that come about? Tell us all about it.

THE WITNESS: He just approached me in the lunchyard after lunch and asked me had I decided to sign this and I said I wasn't certain and we just

went over exactly what we had gone over before, exact same thing.

JUDGE VON ROHR: Well, did you point out to him that "Look, I read this document and there is nothing in it that says there is going to be an election"? Did you call that to his attention?

THE WITNESS: I didn't.

JUDGE VON ROHR: Was there any reason why you didn't?

THE WITNESS: I believed that he knew what he was talking about, I really did.

* * * * *

266 Q. When did you find out by the way, about the fact that the other schools were not organized by the Lay Faculty Association? A. At the faculty meeting Sister did say she called the diocesan office and asked and that no others were members or any kind of association.

Q. So you learned at that time? A. I did have personal contact with that friend of mine Regina who works at St. Thomas the Apostle.

Q. When was that? A. That was approximately the beginning of January.

Q. Going to this meeting on December 4th would you tell us specifically everything that was said?

Well, ignoring the initial matters that were talked about, the normal school subjects that were discussed, what was said with regard to the union?

A. In regard to what?

Q. To the union. A. Sister used the term "Outside organization"

267 and primarily she said she was hurt that we had gone behind her back in any kind of an action, that she had given us everything we had ever asked for within her power and the same thing with Father Byrne. That she would do everything within the law to keep out this organization, that she didn't feel it could do anything good at St. Leo's.

Q. You say that she used the word "primarily"? A. I meant first off, in other words, of the way she said –

Q. Do you remember everything that she said? A. I know that was the first thing that Sister said, that I know for certain. Everything else she said I'm not exactly certain that they were in this order but I know that was the first thing she said was she was very hurt.

Q. Is that all she said what you told us so far or did she say more? A. She didn't say more. I said it all earlier I think. I am leaving something out now.

Q. Why don't you pick it up and start over? What did she say as she came in in the order in which she said it? A. First she said that she was hurt and surprised and shocked that we had gone behind her back.

She always made herself open to us, told us if we had any problems whatsoever to come to her, she would try to help us.

268 If we could not come to her to leave her an anonymous letter in her mail box.

She mentioned that St. Gabriel's was a grammar school that had financial difficulty and the parents, the parishioners and the teachers worked towards keeping it open and they took sacrifices.

She said we haven't had those difficulties yet. Father Byrne has given us every increment advised by the diocese. We have gotten benefits from the diocese.

We were receiving a new dental plan that was just newly given to us, that the benefits had increased with this dental plan.

Q. You used the word, you said yet, "WE haven't had such problems yet." A. Excuse me?

Q. You were referring to the problems, financial problems of another school.

You said she stated they had not had such probimes yet at St. Leo's.

JUDGE VON ROHR: If she said it she said it.

Q. Was there anything said about financial problems at St. Leo's?

A. No.

Q. Do you recall whether anything was said about union demands?

269 A. No.

Q. Do you recall whether anything was said about whether individuals give up their right to act individually when they organize? A. I believe Sister said "Your asking for collective bargaining and once you have collective bargaining you do not have rights as an individual".

MR. FRIEDMAN: If I may have one moment, Your Honor.

Q. Do you remember if she talked about job security at all?

A. All Sister said in reference to this, she said "If it is job security you want jobs are only secure as long as the schools are open."

Q. Do you recall whether she used the expression "The last one hired would be the first one to be fired." A. No, I do not.

Q. Do you remember specifically that she didn't use that expression?

A. No, I do not.

JUDGE VON ROHR: Can we proceed now?

Q. Were you familiar with the identity of the Lay Faculty Association, from the course of your employment? Did you know who they were?

A. No.

270 Q. Were you aware of the strike a few years ago at the Catholic High Schools? A. Yes.

Q. Did you know who was involved in that? A. No, I do not.

Q. You didn't know who represented the high schools? A. Not at that time. I was living out in Long Island.

Q. Excuse me? A. At that time I was living out on Long Island and I was not that personally involved.

MR. FRIEDMAN: I have no further questions.

JUDGE VON ROHR: Just one question, would you briefly state the education which you received, that is higher education.

THE WITNESS: St. Joseph's College in Brooklyn, New York.

JUDGE VON ROHR: Do you hold any college degrees?

THE WITNESS: Yes, I do.

JUDGE VON ROHR: What is the degree?

THE WITNESS: A B.A. in child study.

JUDGE VON ROHR: Is that a four year college course?

THE WITNESS: Yes, it is.

REDIRECT EXAMINATION

Q. (By Mr. Flynn): Miss Soldt, did there come a time when you tried to get your authorization sheet back from the union? A. Yes, there did.

271 Q. How did you go about doing this? A. I wrote a letter to Mr. Gordon telling him that at the time I signed it I was not aware of several things and I personally did not want to be involved in it, could I please have my letter returned to me and could you please acknowledge you receiving my letter.

Q. Did you subsequently get your — A. I received nothing from him, no.

JUDGE VON ROHR: Did you keep a copy of that letter?

THE WITNESS: No, I didn't.

I did receive from Mr. Farrell verbally that he had received the letter.

JUDGE VON ROHR: Could you tell me, counsel, if the union has that document in its possession? I would like to see it if it is at all available.

MR. FRIEDMAN: One minute.

Mr. Gordon says he doesn't recall getting it now.

JUDGE VON ROHR: Who did you mail it to?

THE WITNESS: I mailed it to Mr. Gordon. I know the address was Jamaica Estates. I'm not certain the exact address and I would say maybe a month later Mr. Farrell came into my room and said to me "Bob said to me he received your letter and he wasn't certain whether it was binding or not for a period of years."

272 JUDGE VON ROHR: Do you remember what you said in that letter?

THE WITNESS: Yes, I do.

JUDGE VON ROHR: Approximately when did you send this?

THE WITNESS: In December. I'm not –

JUDGE VON ROHR: This last December '74?

THE WITNESS: Yes.

JUDGE VON ROHR: To the best of your recollection tell us what you stated in the letter.

THE WITNESS: I said "Dear Mr. Gordon, I previously signed the document", I explained the document. I said, however, since that time I have changed my mind for personal reasons. I would like not to be part of that affiliation.

Would you please send me back the letter I had signed and would you please acknowledge my sending you this letter?

JUDGE VON ROHR: Was the only reason that you gave in the letter for requesting your card back then as you testified "for personal reasons"?

THE WITNESS: Personal reasons.

JUDGE VON ROHR: That is all you said?

THE WITNESS: That is all I said.

JUDGE VON ROHR: If that is the case I don't think the letter is

273 necessary.

Then you are excused.

MR. FRIEDMAN: I have a few on that.

RECROSS EXAMINATION

Q. (By Mr. Friedman) You said that you sent that letter when?

A. It was in December. I cannot be certain of the exact date.

Q. Was it after that meeting of December 4th? A. It was after that, yes.

Q. Do you recall approximately how much after? A. Maybe a couple of weeks, it was before Christmas, I can tell you that much.

Q. Where did you get Mr. Gordon's name? A. I asked Sister Mary Denis for it. I approached her and asked her if she had it because I no longer had it and Sister showed me the letterhead on an envelope.

Q. Did you mention to Sister Denis why you wanted the address?

A. Yes, I did.

Q. Did you initiate that conversation? A. Yes, I did.

Q. Did Sister Denis say anything in response to that? A. I went to her, I approached her in effect of apologizing just because I did not realize at the time what I was doing and personally I felt I did not want any part of

274 it, I did not like the way the faculty had become divided and I just wanted no part of it and I asked her if she had the address?

Q. Was this or was there reference by the way at this meeting to the faculty also becoming divided? A. Yes, there was.

* * * * *

275 ## REDIRECT EXAMINATION

Q. (By Mr. Flynn): Miss Soldt, what were the reasons you asked for your card back? A. First of all I felt that I didn't want any part of something that was dividing my faculty and had upset the people who I had considered friends.

I also didn't know that these people were not aware of it and I felt that that was unfair and I wasn't — I didn't feel — I knew at that point I hadn't

known that certain people on the faculty were not aware that this was going around the school.

I was under the impression that they were and because of this I decided that I didn't want any part of something that I believed was unfair.

* * * * *

276 ROBERT M. GORDON

having been previously sworn resumed the stand and testified as follows:

EXAMINATION

* * * * *

277 Q. [By Judge Von Rohr] My main question, first of all, is this the type of application for membership that was used when I understand some high schools were organized? A. Yes.

Q. Well, I will get right to the point, do you know any particular reason why the affiliation of the Lay Faculty Association local 1261, American Federation of Teachers, AFL-CIO was omitted from the membership form application? A. It was not omitted. This was the form that was used for many years and it just hasn't been changed. In fact it is –

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278 Q. (By Mr. Friedman) When did they become affiliated? A. In 1971.

Q. Prior to this time what was the full name of the organization?

A. Lay Faculty Association Diocese of Brooklyn.

Q. Subsequently the name became what now? A. Lay Faculty Association, Diocese of Brooklyn is the name that appears in our constitution.

Q. Still? A. Yes.

279 * * * * *

282 MR. FLYNN: The only thing I have, I have a legal question that your honor picked up and I didn't appreciate earlier and that is would this form be valid for supporting a petition by a different named labor organization?

JUDGE VON ROHR: Well, I will be perfectly candid and my reason for asking the question is that it is conceivable that there may be teachers who see this application and note they are applying for membership in the Lay Faculty Association.

Well, that has a peculiar sound that might be appealing to members of this class. It is conceivable that if they at the time were asked to sign a card knew it was a union affiliated with the AFL-CIO –

MR. FLYNN: They would not feel the same way.

JUDGE VON ROHR: That is right.

* * * * *

286 Q. Following that meeting did you receive any requests for cards back? A. Not that I recall. Mr. Farrell informed me that Miss Soldt was going to ask for her card back. I do not recall receiving a request from her for it back and I told him at that time, as Miss Soldt testified, I was not sure as to its binding status and I would check.

* * * * *

289 Q. (By Mr. Flynn) That was a meeting, Mr. Gordon, that occurred in the '73 - '74 academic year? A. Yes.

Q. And the only meeting you had with those teachers as a group or some of those teachers this year was on December 10, 1974? A. Well, I have seen Mr. Farrell.

Q. I'm asking about meeting you attended. A. Yes, I'm trying to answer you, Mr. Flynn. I attended meetings with Mr. Farrell.

Q. You attended meetings with Mr. Farrell? A. Yes, I met Mr. Farrell numerous times during the course –

Q. That wasn't my question. My question that you had attended with the group of teachers this year was on December 10th? A. As far as I

290 recall, yes.

MR. FLYNN: That is all, no further questions.

* * * * *

JEANNE VAN VALEN

having been sworn by Judge Von Rohr took the stand and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Friedman) Would you state your name and address, please?

A. My name is Jeanne Van Valen. I live at 35-16 85th Street, Jackson Heights.

Q. Would you tell us where you are employed? A. St. Leo's School.

Q. In what capacity? A. I'm a teacher in first grade.

Q. How long have you worked at that school? A. Since September.

Q. During the course of your employment did you have occasion to sign a card for the Lay Faculty Association? A. Yes, I did.

291 Q. I would show you this and ask you whether you could identify it.

A. This is mine to join the membership.

Q. Is that the date that you signed it at the bottom? A. Yes.

* * * * *

THE WITNESS: Well, he had spoken about he wished to bring the union into St. Leo's and he just kind of gave me the paper. It wasn't a long discussion or anything, just the paper if I wanted to join, then to fill this form out and he gave me an address to mail it to.

JUDGE VON ROHR: If you wanted to join?

THE WITNESS: Yes.

JUDGE VON ROHR: I show you the document and I want to ask you

292 when you signed this document it says that you apply for membership in the Lay Faculty Association.

When you signed it did you know at the time that it was affiliated with the American Federation of Teachers, AFL-CIO?

THE WITNESS: No.

JUDGE VON ROHR: Have you found out since?

THE WITNESS: Well, I saw AFL-CIO written on the bottom of the subpoena, something about the AFL-CIO was on the subpoena in respect

JUDGE VON ROHR: What subpoena are you talking about?

THE WITNESS: The subpoena that I got to appear here. There was just something about it and I wondered why. I didn't know anything about that.

* * * * *

Q. (By Mr. Friedman) Ms. Van Valen, did Mr. Farrell ever show you a little booklet setting forth the union benefits or anything like that?

A. No.

Q. Were you familiar with who the Lay Faculty Association was?

293 A. I believed at the time that I received this letter that I was asking for an outside organization to bargain for the teachers that I was asking — actually I thought I was asking for a vote on this possibility.

Q. But

MR. FLYNN: Let her finish.

MR. FRIEDMAN: I think the answer is not responsive to my question.

MR. FLYNN: The answer is responsive.

Had you finished your answer?

THE WITNESS: Well, just that I thought I was voting to bring or asking to bring a vote into St. Leo's for a union.

Q. That is what you thought? A. Yes.

Q. Was that said to you? A. Yes.

JUDGE VON ROHR: By whom?

THE WITNESS: Mr. Farrell.

JUDGE VON ROHR: When?

THE WITNESS: Possibly a week before I sgined this paper, before I got the paper was that some teachers were trying to get an outside organization to come into our school, a union, and that in order to ask for a vote you would have to have a certain number of people to have a vote. So that I
294 thought that I would sign to see that we would have a vote.

JUDGE VON ROHR: Did you read the document before you signed it?

THE WITNESS: Yes.

JUDGE VON ROHR: Did you know that it authorized dues deductions as it says on there? As is stated on there?

THE WITNESS: Mr. Farrell told me about the dues after I had — after I had signed it.

I was told there would be dues if we had a union.

Q. (By Mr. Friedman) Do you recall whether Mr. Farrell said first they were going to try to get recognition and then if they did not get recognition they would ask for an election? A. I just recall that I was told that there would be a vote later, that later we would discuss it further then there would be a vote in our school.

* * * * *

Q. I think the original question was were you familiar with the identity of the Lay Faculty Association. Did you know who they were? A. No, not really.

295 Q. Did you know that they represented some of the high schools?

A. Mr. Farrell had told me that they had represented some of the grammar schools, that some of the elemetnary schools were also involved in the union.

Q. They were involved in the union? A. And that — yes, and that there were some schools in the high schools. I did not know which high schools or all high schools, but other high schools did have a union.

* * * * *

296 CROSS EXAMINATION

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297 Q. [By Mr. Flynn] Miss Van Valen, what did Mr. Farrell tell you would result if you signed this document? A. That our school would have an election on whether or not to have a union.

Q. And at that time you would have the opportunity to vote yes or no. A. Yes.

Q. Did he indicate to you what organization would conduct that election? Did he say the government? A. I would assume it would be the Lay Faculty Association is what I guess I must have been told, Lay Faculty Association.

Q. Before this time or at any time did Mr. Farrell tell you that other teachers had signed a similar document? A. He never directly said that, no but I just kind of did it for myself.

Q. Did there come a time, Miss Van Valen, when you tried to get this document back from the union? A. Yes. I sent a letter asking that this document be sent back to me, that I thought that I had to think about it more and that I would like to withdraw my application.

Q. Whom did you write to? A. Mr. Gordon I believe his name was.

Q. Do you recall the address you sent that letter to? A. The Lay Faculty Association. I really don't recall. I would think it would be the

298 Lay Faculty Association. I'm not sure.

Q. Can you tell us about what time, what date you did this? A. It was in December. I couldn't say the exact date.

JUDGE VON ROHR: You must have addressed the envelope and sent it to someone, right?

THE WITNESS: Yes, I remember it was Mr. Gordon but I don't remember what the address was.

JUDGE VON ROHR: Do you remember how you obtained the address?

THE WITNESS: Miss Soldt, another teacher in the school.

Q. (By Mr. Flynn) Did you get a response to your letter? A. No.

Q. Did you ask Mr. Farrell about getting your card back, your authorization form back? A. No, not – I did this week. I asked him why I had never gotten a response because in the letter I asked for a response and I never got it.

Q. What did he tell you? A. That he didn't know anything about it.

MR. FLYNN: I have no further questions on cross examination, Your Honor, but I had planned to call Miss Van Valen for a witness for our side.

299 I wonder if it might be convenient to call her and make her our witness.

JUDGE VON ROHR: Alright, but first of all, let me ask, does the General Counsel have any redirect at this point?

MR. FRIEDMAN: Just a little bit, Your Honor, not much.

JUDGE VON ROHR: Proceed.

REDIRECT EXAMINATION

Q. (By Mr. Friedman) Ms. Van Valen, you said you remembered Mr. Gordon. Where did you get Mr. Gordon's name? A. Miss Soldt.

Q. And you got the address from her also? A. Yes.

Q. You said this was in December you sent this letter? A. Yes.

Q. Was it after the faculty meeting on December 4th? A. Yes.

Q. You stated in the letter that you wanted to think about it more? A. Yes, that I had more thinking to do and for personal reasons I would like to withdraw.

Q. Could you tell us what those personal reasons were? A. I was not aware that everyone on our faculty did not know about this proposition

300 or attempt to join the union. I thought everyone knew about it.

I also thought that I was just voting for the union and then the vote never really came through.

I still thought that but I thought I'd wait until the vote came up and it wasn't necessary to have my application filed there.

And I also was under the impression that other schools were involved, other elementary schools and then I heard that they were not.

JUDGE VON ROHR: What did you obtain that impression?

THE WITNESS: At the faculty meeting.

MR. FRIEDMAN: I have no further questions.

JUDGE VON ROHR: Alright, if you wish at this time, Mr. Flynn, you may make the witness your witness.

DIRECT EXAMINATION

Q. (By Mr. Flynn) Ms. Van Valen, were you present at the faculty meeting on December 4, 1974? A. Yes.

Q. In the course of that meeting did Sister Denis refer to an outside organization? A. Yes.

Q. Can you tell us as clearly or as accurately as possible as well as you can remember what Sister Denis said about this outside organization?

301 A. Sister began saying that she heard that certain members of the faculty were working to bring an outside organization into St. Leo's, and that it was being done secretly, not everyone knew about it, and that she was disappointed because she had given us every opportunity to say what we wanted to say to her, to bargain with her or with the school, either by coming directly to her office or by putting suggestions in a box or in her mailbox if we could if we didn't want to come personally.

She felt that not everyone knew all the points of bringing an outside organization into a school, that the diocese was doing the best that they could for us, that we have received the benefits and the increments that the diocese had issued and that we had gotten all that we could and that other schools possibly didn't, you know, get as much as we did. That financially they couldn't afford it.

She mentioned the job security as a point that the union would try to bring in for us, a benefit that we would get from joining the union and she said that as far as job security goes, you can only have job security as long as the schools are open and remain working.

She mentioned in that meeting that no other elementary school had a union.

Q. Was that about it? A. That was about it.

302 Q. Did she say anything about closing the schools, rather, St. Leo's School if the union got in? A. No.

Q. Did she say anything about closing the school under any circumstances? A. No.

MR. FLYNN: No further questions.

JUDGE VON ROHR: Is there any cross?

MR. FRIEDMAN: Yes, there is.

CROSS EXAMINATION

Q. (By Mr. Friedman) First of all, is what you have already related to us the entire substance of that portion of the meeting or did she say other things? A. That is about what I remember.

Q. Do you recall whether she stated that the outside organization's policy was that the last one hired would be the first one fired? The first one would be let go? A. I don't recall.

Q. Do you recall whether she didn't say it or you are not sure whether she said it? A. I don't recall it at all.

Q. The meeting, first of all to start it off, it was on the subject of regular school matters in the beginning, right? A. Yes.

303 Q. When the topics switched to the matter of the outside organization would you tell us specifically what was the first thing that was said?

A. She started off by saying that she had heard some of us, some of the

members of the faculty were trying to bring on an outside organization into bargaining for us. That is how it began.

Q. And what was the next? A. And then she went – said she was disappointed that it was done secretly, that she felt that she had given us every opportunity to discuss with her everything we wanted.

She was open to suggestions, we could put them in her mail box or come directly.

She went on to talk about the point of job security, if this was a point that we were looking for in a union, that the union can't guarantee job security, that we have jobs as long as the schools were open and working, functioning.

Q. Did she say that you would not have job security if the schools weren't open? A. No.

Q. Did she mention anything about any other schools closing?

A. The only other school that was mentioned this day was St. Gabriel's.

Q. What did she say about St. Gabriels? A. She said St. Gabriel's

304 had financial problems and the parents in that parish and the other schools in the cluster had worked so that they could keep it open, that the parents had helped clean the school and various other things to keep the school open and the people were working very hard.

JUDGE VON ROHR: Was this the closing brought up in the context of talking about the other organization, the outside organization?

THE WITNESS: It was brought up as far as job security goes. You could only have a job if the schools were open.

JUDGE VON ROHR: Did she mention any reason for this school having been closed?

THE WITNESS: St. Gabriel's?

JUDGE VON ROHR: Yes.

THE WITNESS: No reason, just that they were financially distressed.

Q. Did she say anything about the financial status about St. Leo's?

A. No.

Q. Do you recall if she said anything about what the union's demands might be or might do, speaking of financial demands? Did she say anything about the financial demands? A. No, not that I recall.

305 Q. By the way, you were one of the last ones hired at the school, were you not, of the teachers at that time? A. You mean this fall?

Q. At the time of that meeting, December 4th? A. Yes, I believe so.

Q. Now, do you recall anything else being said at that meeting?

A. I really don't, no.

Q. Did she say how she had heard that members of the faculty were organizing a union? A. No, I don't remember anything about how.

Q. But she did state that she knew that members of the faculty were organizing a union? A. Yes.

Q. Did she also say it was being done secretly? A. She said that she knew that they were organizing or asking for an outside organization to come into our school and that it had been done secretly.

Q. Did you consider, after this meeting, the sustance of this meeting in your decision to request your union authorization back? A. The thing that made me request it back was there was a blow-up in our faculty room one day bringing across the point that everybody wasn't aware that we had even signed these documents, that members of our faculty did not know anything

306 about them and I didn't think that it was right.

I thought that everyone should know about it.

Q. You felt that everyone should be unanimous for the union?

A. No, but everyone should be aware that this was being done.

Q. But in your decision did you in any way consider the other substance or any other substance of that meeting?

MR. FLYNN: I object to the repetition. It is the same question. He asked the question and she answered it. I don't think by harassing the witness that is proper direct examination.

JUDGE VON ROHR: This is cross examination, I will take it.

Q. Did you consider the substance of that meeting in the decision to revoke your authorization or your request for your authorization back?

A. The only point from that meeting would be the fact that other schools were not involved.

I was under the impression that there were other schools, elementary schools, involved in the union and that point was brought up. That was the only thing I can think of.

Q. On the blow-up you referred to, that happened before the faculty

307 meeting; is that correct? A. I really couldn't say.

Q. Wasn't it December 2nd, two days before? A. I couldn't say.

Q. Do you recall approximately what time interval there was between that blow-up and your request for your card back? A. Probably three to four weeks.

Q. Before you requested your card back? A. Yes.

Q. Do you recall what the time interval was between this meeting and your request for your card back? Was it approximately the same three or four weeks? A. Approximately.

* * * * *

DORA CAMPO

308 the witness, having been sworn by Judge Von Rohr took the stand and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Flynn) Would you state your name for the record?

A. Dora Campo.

Q. Where are you employed, Mrs. Campo? A. St. Leo's School.

JUDGE VON ROHR: Tell us your home address.

THE WITNESS: 6127 217th Street, Bayside.

Q. What do you do at St. Leo's? A. I teach the four grade.

Q. How long have you taught at St. Leo's? A. This is my tenth year.

Q. Mrs. Campo, were you present at a faculty meeting that took place on December 4th, 1974? A. Yes.

Q. Approximately how long did that meeting last? A. The same as most meetings. They are usually an hour, from 12 to 1.

Q. At the end of that meeting did Sister Denis bring up the subject of
309 an outside organization? A. Yes.

Q. Can you tell us what Sister Denis said about this organization?

A. Well, Sister indicated that, she started off by saying she was hurt and disappointed that the faculty felt they needed an outside organization, that she had repeatedly said on many occasions that if we had any problems or anything we didn't like, you know, the way it was being done, we should approach her and speak to her about it and she would see what she could do.

If we felt that we couldn't talk to her face to face she said some of us might be shy or hesitant. It is very hard when you are expressing yourself face to face and we could leave a letter in her mail box and then she would look into the matter.

She couldn't see what an outside organization could do for us that the school hadn't tried to do already.

She pointed out that for instance, that we seemed to be in so much better position than some of the other parochial schools in existence and she mentioned St. Gabe's where they were having troubles and we weren't having those problems.

That Father was paying us whatever he could according to the Diocesan guide and – it is hard to remember.

310 Q. Do you recall her saying anything else? A. Well – oh, she mentioned that if it was security that we were concerned with having an outside organization doesn't necessarily insure security. Insuring security would be if the schools were open and as an example she gave some high schools that had to shut down, that did shut down and they had outside organizations in there and those people had no more security than we did because there were no schools.

She also mentioned that it have been brought to her attention that the outside organization had apparently informed the faculty that there were other schools involved, you know, already in the union or outside organization, and she had checked with the diocesan office and found there were no elementary schools involved, and if any of us felt that we did not believe her we could call ourselves and get this information. That is about the gist of the whole thing.

Q. Did Sister at any time make any reference about closing St. Leo's under any circumstances? . A. No.

MR. FLYNN: No further questions.

CROSS EXAMINATION

Q. (By Mr. Friedman) Mrs. Campo, do you recall whether Sister Denis
311 used the expression last one hired would be the first one let go?

A. I never heard those words at that meeting. I never heard it at any time.

Q. You are fairly sure she did not say it? A. I never heard them.

Q. Did you hear everything that transpired at that meeting? A. I was sitting there, I did hear everything. I never heard those words spoken.

Q. You said when the meeting was originally started you were talking about original school subjects, regular school subjects. A. Right.

Q. Do you recall approximately how long you talked about those?

A. Thirty-five, forty minutes.

Q. You said it was approximately an hour or so for the rest of it and it was — A. I would say fifteen to twenty minutes.

Q. Fifteen to twenty minutes then will you tell us then what Sister Denis said? A. I think I did say it already. If you want me to go over it again —

Q. Yes, please. A. Alright. Sister said that she was very hurt and
312 disappointed that the faculty felt that they needed an outside organization to represent them.

She mentioned that on many occasions she had suggested that if anybody had any problems or any complaints or they felt things were not fair they could go to her and speak to her about it and she would see what she could do about it.

If they felt too shy or hesitant to speak to her face to face they could leave letters in her mailbox.

She mentioned that the salaries that we get are paid according to a guide more or less set up by the diocesan office and not — it doesn't necessarily mean that every shcool is getting that.

Some schools cannot afford the yearly increments.

Father Byrne to date has given us our yearly increments and so she thought we were better off in some ways than some of the other schools.

She mentioned that if it was security we were concerned with that security only existed only when there are schools open and as an example she gave some of the diocesan schools, I don't remember how many that were closed.

Q. High Schools? A. High Schools, yes, and they had had outside organizations and the people, of course, that worked in those schools had no
313 more security afterwards because the schools were closed. No one could offer you security if there is no job. You have to have a job to have security.

And she mentioned the school, St. Gabriel's. She mentioned that there are many schools that are in dire circumstances and that we should be fairly

grateful, you know, we have conditions good compared to some schools. Then she mentioned also that it had been brought to her attention about other schools, about other grammar schools and it had been brought to her attention, that is fact. It has been advised there were other elementary schools that this particular organization and Sister checked it out with the diocesan office and she was told there was none and if any of us felt that we wanted to check on her or we didn't believe her we could call up ourselves and verify it.

Q. Do you recall whether anything else was said? A. No, not unless maybe if you asked a question. Offhand it is hard to remember everything.

Q. In so far as you state it took fifteen to twenty minutes, this portion of the meeting, do you recall whether in fact something might have been said that you don't recall at this point? A. I guess anything is possible but I think I have given the gist of the whole conversation.

Q. Do you recall whether she started the meeting and said that she had
313/A heard that members of the faculty were trying to bring in an outside organization? A. She started the meeting by saying she was extremely disappointed and hurt that members of the faculty thought that they needed an outside organization.

Q. Do you recall her saying or using the expression that it had been done secretly? A. Not secretly. But she said that she felt hurt that we felt that we couldn't go to her and tell her that we were doing this.

Q. So you don't recall whether she siad it had been done secretly behind somebody's back? A. No.

Q. Do you recall whether she used the expression "The Diocesan was doing its best for us"? A. I think she said Father Byrne was doing his best for us, that he was giving us, whatever he could. He was giving us everything that the diocese set up as guidelines.

She never said the Diocese was doing its best. She said Father Byrne.

Q. Mrs. Campo, you did not sign a union card; is that correct?

A. I couldn't sign because I knew nothing about it.

Q. Had you attended a union meeting in March the year before at Mrs. Matos' house? A. Yes.

314 Q. You had voiced opposition to the union at that time? A. Yes.

JUDGE VON ROHR: Were you asked to sign a union card or authorization during this last organization period?

THE WITNESS: You are talking about this current one?

JUDGE VON ROHR: Yes.

THE WITNESS: No, I know nothing about it.

JUDGE VON ROHR: No, my question is did anyone ever ask you to sign a union application?

THE WITNESS: NO.

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MARY GLASCOCK

the witness, having been sworn by Judge Von Rohr took the stand and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Friedman) Could you state your name and address?

315 A. Mary Glascock, I live at 3564 80th Street in Jackson Heights, New York.

Q. Ms. Glascock, where are you employed? A. I am employed at St. Leo's school in Corona.

Q. How long have you been employed there? A. Since September of 1974.

Q. And what job? A. As a teacher.

JUDGE VON ROHR: What do you teach?

THE WITNESS: Social Studies, religion from the fifth to the eighth grades.

Q. In the course of your employment did you sign an authorization for the Lay Faculty Association? A. Yes, I did.

Q. I would show you this and ask you if you can identify that?

A. Yes, I have seen this before.

JUDGE VON ROHR: Is that your signature on the document?

THE WITNESS: Yes, it is.

Q. Do you recall when you signed that? A. Yes, the second week of November. I don't remember the exact date.

Q. Where did you sign it? A. At home.

316 Q. Do you recall who gave it to you? A. Yes, Jeanne Van Valen.

Q. Did she say anything when she gave it to you by the way?

A. I had spoken to her previously about it and she had said that the form had been given to her by Dennis Farrell to give to me.

Q. And you signed it at that time? A. Well, I did not immediately but within the next day, yes.

MR. FRIEDMAN: Your Honor, I would offer this as General Counsel's Exhibit 22.

JUDGE VON ROHR: Show it to counsel.

MR. FLYNN: I note this is undated but I have no objection to its being introduced.

JUDGE VON ROHR: Alright, it is received.

(Document received in evidence as General Counsel's Exhibit 22, of this date.)

Q. During the time prior to your signing that card had you seen any literature being circulated on behalf of that union? A. No, I had not.

MR. FRIEDMAN: I have no further questions.

JUDGE VON ROHR: Do you have cross examination?

317 MR. FLYNN: Could I take a few minutes, Your Honor?

JUDGE VON ROHR: Yes.

MR. FLYNN: Your Honor, could I be given any affidavit this witness may have made in the course of any investigation?

MR. FRIEDMAN: I don't believe we have any. We have not.

MR. FLYNN: You say you don't believe?

MR. FRIEDMAN: I just checked with the witness. We do not have any affidavit.

CROSS EXAMINATION

Q. (By Mr. Flynn) At any time were you talked to by a Board Investigator about this matter? A. No.

JUDGE VON ROHR: Incidentally, would I be correct in asking did you discuss your brief testimony here with Mr. Friedman before you took the stand sometime? That is the gentleman who asked you the questions before.

THE WITNESS: I spoke to him yesterday.

JUDGE VON ROHR: For the first itme?

THE WITNESS: Yes.

JUDGE VON ROHR: With respect to signing your card and so forth?

THE WITNESS: Yes.

* * * * *

319 ROBERT M. GORDON

having been previously sworn, resumed the stand and testified as follows:

Q. (By Mr. Friedman) Mr. Gordon, would you tell us, has your labor organization engaged in any activities at other grammar schools? A. Yes, we were involved with St. Mary Star of the Sea School.

320 Q. When you say involved, what sort of involvement? A. A number of teachers from the school came to us and asked us to form a chapter of the union from the school.

JUDGE VON ROHR: What was that?

THE WITNESS: About a year ago.

Q. And you had some cards there? A. Yes and subsequently a petion was filed, and an unfair labor practice charge was filed.

Q. Do you have any contact at the present time with employees at any other —? A. Yes, St. Thomas the Apostle School we have been asked by a faculty member there to found a chapter of the union and we are engaged in contacting teachers at that school.

Q. Any other school? A. St. Anne's School, Episcopal School here in Downtown Brooklyn. We have been asked to form a chapter of the union and in fact are currently involved in a campaign and are receiving designation cards.

Q. Do you recall if there are any other schools, grammar schools, elementary schools? A. Resurrection Ascension also teachers have asked us to explore the possibility of forming a chapter of the union there.

321 Q. Have you communicated that information to Mr. Farrell at any time? A. All of it, yes.

MR. FRIEDMAN: I have no further questions.

RECROSS EXAMINATION

Q. (By Mr. Flynn) Mr. Gordon, do you have a bargaining relationship at any of these schools? A. No.

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322 MR. FLYNN: Your Honor, we can mark as a joint counsel or respondent's exhibit which contains the names of the present lay and religious faculty of St. Leo's.

In addition, there are two teachers that are on a maternity leave of absence, whatever that means.

JUDGE VON ROHR: Let me interrupt to say this; don't you want the lists that were employed at the time of the request for recognition?

MR. FRIEDMAN: Your Honor, I think we were going to add in effect corrections with that information.

JUDGE VON ROHR: Alright.

MR. FLYNN: In addition there is omitted from this list a Mr. Kiernan, Joseph, a part time physical education teacher.

We have no objection to him being included and apparently the union wishes that he be included.

He works approximately every Thursday and Friday. My only feeling would be under Board criteria he would be included as a regular part time employee.

JUDGE VON ROHR: Does General Counsel agree?

MR. FRIEDMAN: Yes, Your Honor. I believe we allege that.

JUDGE VON ROHR: Alright.

MR. FLYNN: At this time it is the position of the respondent —

323 JUDGE VON ROHR: I thought you were going to add two names.

MR. FLYNN: There were two names of teachers that are on maternity leave of absence. Those persons are Barbara Matos.

She was a witness in this case, and Mrs. Maria Martelli.

JUDGE VON ROHR: Are they on the list?

MR. FLYNN: They are not on this list. They would have to be added to this list.

JUDGE VON ROHR: I see.

MR. FRIEDMAN: Your Honor, General Counsel would add to that stipulation that Barbara Matos was in fact or rather, she went on maternity leave on December 19th or 20th, 1974, and that in fact she was physically working at the time the demand was made.

JUDGE VON ROHR: Very well, do you agree counsel?

MR. FLYNN: Your Honor, that is correct.

MR. FRIEDMAN: Also with regard to that list —

MR. FLYNN: There is no question about that.

MR. FRIEDMAN: We also understand that on that list appears the name of Maryanne Bongiorno who was not hired or who began work in January following the Christmas vacation, January '75.

324 JUDGE VON ROHR: She was not employed at the time of the request?

MR. FRIEDMAN: But she actually repiaced I believe Mrs. Matos when Mrs. Matos went on maternity leave.

JUDGE VON ROHR: The record will so show.

MR. FLYNN: At the time the respondent, St. Leo, also takes the position that we had reserved earlier that we, in our opinion believe that the proper bargaining unit would include all the religious faculty as well as lay faculty.

MR. FRIEDMAN: Also to clarify, Your Honor, I believe on this list appears the names of the religious faculty members and they are designated by the letters SR. in front of a name and those are I take it all the members of the order of the grey nuns.

JUDGE VON ROHR: Did you say SR indicated anything?

MR. FLYNN: Sister.

MR. FRIEDMAN: I believe there are five of them. There are five of them on that list so designated.

JUDGE VON ROHR: Alright, then why don't you have the document marked? Have it marked as respondent's exhibit 2 at this point and I will receive it in evidence as respondent's exhibit 2.

(Document above described received in evidence as respondent's exhibit 2, of this date.)

MR. FRIEDMAN: General Counsel would also like to offer as General Coun-

325 sel's Exhibit 23 this book. This is a xerox copy which I understand counsel is willing to stipulate to of a book published by Diocese of Brooklyn.

MR. FLYNN: We have no objection to this going into evidence.

JUDGE VON ROHR: Very well, have it marked and I will receive it at this time.

(Document above described received in evidence as General Counsel's Exhibit 23, of this date.)

JUDGE VON ROHR: Now, you are going to stipulate as to the card, the authorization?

MR. FRIEDMAN: General Counsel would offer and I understand it's been stipulated that this card is the authorization card signed by Mrs. Marie Martelli and that it was signed upon the date previously testified to by Mr. Gordon which was I believe December 10, 1974.

JUDGE VON ROHR: Mr. Flynn, did you so stipulate?

MR. FLYNN: Yes.

JUDGE VON ROHR: So stipulated and the document may be received in evidence as GC 24.

(Document above described received in evidence as General Counsel's Exhibit of this date.)

MR. FRIEDMAN: General Counsel would therefore rest.

MR. FLYNN: Your Honor, I would like to call as a witness Sister Mary Denis.

326 JUDGE VON ROHR: You have been previously sworn so you are still under oath.

Whereupon,

SISTER MARY DENIS

having been previously sworn resumed the stand and testified further as follows:

DIRECT EXAMINATION

Q. (By Mr. Flynn) Sister Denis, where are you employed? A. At St. Leo's school.

Q. You previously testified you are the principal there? A. I am.

Q. You were the principal in the months November and December of 1974? A. Yes, I was.

Q. Did there come a time when you received the letter from the Lay Faculty Association that has been previously introduced into evidence as General Counsel's Exhibit 18? A. Yes.

Q. May I just show her that letter?

Is this the letter you received? A. Yes, it is.

Q. Did you answer that letter? A. Yes, I did.

Q. Would this be General Counsel's Exhibit 19, the letter to Mr. Robert
327 Gordon over your signature? Is that the letter? A. Yes, it is.

Q. In this letter you state that you do not believe that Mr. Gordon's organization represents a majority of the teachers.

On what did you base that belief?

MR. FRIEDMAN: Your Honor, I would object to the relevance of this. The case is an 8(a)(1) Steel Fab request for bargaining order and I don't necessarily think the good faith doubt as to the majority has to do with this. I don't think it is relevant in this matter.

MR. FLYNN: I believe it is.

JUDGE VON ROHR: That may be true but I will take it.

A. I received a letter from Mr. Gordon the day before Thanksgiving and then we had Thanksgiving day and Friday off.

We returned to school on Monday. I was teaching at the time because one teacher was on her honeymoon.

I had previously planned before Thanksgiving to have a meeting with the fifth and sixth grade teachers about different things within that department.

I told them I would meet with them after school.

I came down after school was over to the office, put my things into the office and I did not see them there at the time so I just, you know, figured

they were in the faculty room.

328 So I went across the hall to the faculty room, opened the door and went I looked in I didn't meet with what I expected.

Mrs. Zanetti was there, Miss Dietsche and Miss Soldt. Miss Soldt was sobbing and I thought it was just some family catastrophe or something on that line. I realized that she was very upset.

I had not mentioned this letter to them therefore I had no inkling that anything had happened.

When I asked Miss Soldt if there was anything I could do, what happened, I was just taken unaware, Miss Soldt came out and said that there had been a blow-out in the faculty room at lunch time and she and the other faculty members were very upset about it.

Do you want me to go on with what the blowout was?

Q. Yes. A. She said that approximately 12:15 when the lay faculty was present Mrs. Dora Campo blew up about it really on the idea that some of the faculty had gotten together and had not gotten all of the faculty together to discuss the union.

She felt that she had been in the school –

Q. She? A. Mrs. Campo had been in the school, had been very

329 friendly with everyone. She thought the faculty was all one group and felt that this was going behind her back, and in fact I think she had the expression it was like putting a knife into her back the way they treated her, that they did not call in any of the teachers who had been opposed to the union the year before, and I was told that she at that time, before she left the faculty room, she mentioned – turned to the new lay teachers and said something to the effect she didn't blame them because they had no idea of what had gone on the previous year concerning the union meeting.

After she left I was told Miss Dietsche continued in fact – Miss Dietsche was there and told me she had continued along the same lines as Mrs. Campo.

Q. Miss Dietsche is another teacher? A. Yes, she is a fifth grade teacher and she continued speaking openly out, you know, that she also did not know about it, had not been invited to any meeting and did not think it was fair they would, you know, just go to some teachers and not have it open so that the pros and the cons could be discussed openly and then one would be able to make a decision after that.

MR. FRIEDMAN: Your Honor, I would object to the testimony as hearsay except in so far as it pertains to what Sister Denis herself did, but not as to the truth of what individual parties –

330 JUDGE VON ROHR: I will take it for that reason only.

MR. FLYNN: I ask it for that reason.

Q. What else was said at this faculty meeting? This is the one after school when you and Miss Soldt – A. That Monday afternoon?

Q. Yes. A. Miss Soldt told me she was extremely upset about it and wanted to have nothing to do with it and she asked me if I had the address where she could write and get her card or letter or whatever it was back.

All I had was the envelope from Mr. Gordon which I had received the previous Wednesday.

I took it out, I believe I had it in my pocketbook, I took it out of my pocketbook and just showed it to her. I didn't say the address or anything, I just showed it to her and let her copy it.

Mrs. Zanetti also expressed disbelief that this had gone on behind her back. She was also present. She was one of the three present and she was was very hurt that she had not approached her on it.

Q. Were these comments by these teachers at this meeting at the school on Monday that led you to write to or answer Mr. Gordon in the way that you did in Exhibit General Counsel 19? A. Yes, I felt if these teachers were upset and especially Miss Soldt who had said to me that she signed the

331 paper, I didn't know what the paper was, I had never seen it, but when I realized that she was upset and the others did not know anything about it I realized there must be other faculty members who also didn't.

Therefore I didn't know how many were really represented.

JUDGE VON ROHR: Incidentally, I take it that all this action at this point was taken at your behest and that you were not consulting with an attorney at this time; would that be correct?

THE WITNESS: When this letter came to me?

JUDGE VON ROHR: Pardon?

THE WITNESS: The time the letter came to me had I consulted with anyone?

JUDGE VON ROHR: At this time when you wrote this letter you were not receiving legal advice?

THE WITNESS: No.

Q. Sister Denis, there was testimony of a meeting you had with Mr. Farrell on the third of December. Had you had such a meeting? A. Yes, I did.

Q. Can you tell us in your words what happened at this time?

A. I was teaching that day also and when I came down I had asked Mr.

333 Farrell at lunch time, I believe, if I could see him after school and just to sit down and discuss things with him and he said yes. He didn't ask what it was about or anything.

When I returned to the office that afternoon he was not at the office door. Miss Dietsche came along after I opened the office door and she brought pretzel money in and I asked her at that time –

Q. What was this pretzel money? A. Well, we sell pretzels and she is in charge of, you know, counting the money, rolling what have you. She volunteered so she brought this pretzel money in.

There is no designated time or day or anything that she brings in, whenever she has the time to do it. She brought it in that afternoon.

When she came into the office I asked her if she would remain, not to take part in the conversation but just so I would have say a second party, a third party to hear the conversation.

Q. A witness? A. Yes, that's right, a witness, so that anything I said, you know, would not be taken out of context, would not be misinterpreted and so forth.

She took no part in the conversation, and at that time I told Mr. Farrell that I had the letter, you know, from the outside, from the Lay Teachers As-
334 sociation which he knew I had because he had placed one in my mailbox that very day, the day before he placed it in on Monday when I returned.

There was a letter put into my mail box and it was the exact letter that I received from Mr. Gordon.

I wanted just to tell Mr. Farrell what my stand on it was, what my thoughts were regarding the letter and regarding an outside organization coming into the school and I felt that the school – Father Byrne in particular who had given them every opportunity, everything that we possibly could give.

JUDGE VON ROHR: At this point you are not relating an actual conversation?

THE WITNESS: No, I am just saying, you know, what we discussed.

Q. You are relating the conversation you had with Mr. Farrell?

A. Yes, with Mr. Farrell.

JUDGE VON ROHR: Oh well, I didn't take it that way.

THE WITNESS: I'm sorry.

JUDGE VON ROHR: Let us start again and let us start at the time he entered your office and at that point if you can testify as to what was said by everybody present.

THE WITNESS: Alright.

335 Miss Dietsche said nothing.

Mr. Farrell sat there I would say most of it, without saying anything.

I sat there. It didn't take long what I was going to say.

I said I was aware that some of the teachers had gotten together and were interested in having an outside organization coming into the school.

I felt that it was detrimental to the school in so far as it was divisive of the faculty, and I explained why I thought it was divisive.

That the religious would not be considered. They would be lay teachers who would not want to become part of it which knowledge I had from the previous year that some were opposed to it.

Therefore, it would be a group who wanted it and I didn't feel that was making for the best interests of St. Leo's school.

I said that we had -- they had been given many benefits, many fringe benefits at St. Leo's in the approximate five years I have been there.

They had salary raises three times as well as their general increment each year and although the diocese gives us guideline suggestions on these increments all parishes do not implement them. They don't feel they are able to imple-

336 ment them.

Father Byrne has always honored the suggestions and the guidelines.

I mentioned that we had better fringe benefits than we had five years ago when I took over, not that I was saying I was the one who got it but I was just letting them know, you know, what I could see myself for their benefits and I said I couldn't understand anything that an outside organization could give that they already didn't have.

At that time also I said that when they came into the parochial schools they knew that there was, you know, a salary that would be less than they received in the public schools, but at the time they had come into the school they accepted that, so they are coming in with the full knowledge.

When I said that I didn't know what else could be offered by an outside organization Mr. Farrell said – he spoke up and said job security, that is when I mentioned that there would be no job security if the schools weren't open and operating. There would be job security only if they were open and operating.

I said that an outside organization would not guarantee that they would have this job security.

I believe that when I mentioned the fringe benefits I also mentioned the dental plan because that was a new one that had just come in.

337 He also questioned that why wasn't he let know, you know, quite some time ago about it? I said as we learned about it I put the information into your mailboxes. You knew about it as soon as I knew about it and I said you are the first one to reap the benefits of it. He had received a check back.

I said – oh at that time I also mentioned that no other elementary school in the diocese had an outside organization representing it and he said something to the effect yes, there were other schools and I said he could call the diocesan office –

JUDGE VON ROHR: What was that?

A. (continuing) – he could call the diocesan office and check me out.

Q. What did he say again? A. That there were other schools that had an outside – in other words, a union representing them.

JUDGE VON ROHR: Did he say that there were other elementary schools that had a union?

THE WITNESS: Yes.

Q. Did he refer to diocesan elementary schools? A. No, he did not say that.

JUDGE VON ROHR: So it could have been public schools or he didn't say it?

THE WITNESS: He didn't say but it was not in my idea. I mean, we
338 were talking about specifically parochial schools.

I said that I was hurt at that time that the teachers had discussed about this outside organization, coming in, not with the idea if it came in it could be a benefit that would be different but I felt that I had been very open with them, I had given them every opportunity to express themselves and as I had said so many times across the five years, if there was anything they wanted to suggest, at the end of each meeting I always asked the faculty meetings "is there anything else anybody would like to suggest or talk about?"

I mentioned in putting things anonymously into the mailboxes, so that I felt that they were given every opportunity to get as much as we could offer.

I also believe I said at that time that if he could think back five years ago and then look at St. Leo's today we had a lot at St. Leo's that we did not have five years ago, and he said yes, he'd be the first one to admit it because the facilities were quite poor, we didn't have a lot of instructional materials and so forth which we do have today.

He asked me at that time who is responsible for making out the salary guidelines. I said I truthfully didn't just know and I said I'm sure it was a committee but I didn't know who composed that committee. At the time I didn't know

339 I said when a group calls in an outside organization individuals will have somebody to speak for them and they do lose their individual rights because they have somebody speaking for them. They don't speak individually.

Oh, I did say that we have an uniqueness in the parochial school system, that teachers are dedicated and they would have to be dedicated because of the difference in salary and benefits, that way.

I said that the goals for the parochial schools were to be found in the Bishop's Pastoral, a letter "Go to teach as Jesus did" which we would be discussing further.

I said that I wanted a united faculty at St. Leo's and I didn't feel that bringing an outside organization in would give us that united faculty, that I felt that things were going to be divided.

Q. To the best of your recollection was that your total conversation with Mr. Farrell? A. At this time that is all that I can recall.

JUDGE VON ROHR: Off the record.

(Discussion off the record.)

JUDGE VON ROHR: On the record.

Q. Sister Denis, why did you select Mr. Farrell to have this conversation. A. Mr. Farrell did mention – I didn't think of that question – Mr. Farrell did mention in our conversation also why did I select him, that he
340 didn't feel that he was the only one involved.

I said no, I didn't feel he was probably the only one involved but the mail had come in his name and that is how I knew, you know, that he was responsible one and I shouldn't say the responsible one but one of the ones.

Q. What mail was this? A. From the Lay Teachers.

Q. Would it be addressed to Mr. Farrell in any particular way?

A. Yes, some of the mail that came was addressed to Mr. Dennis Farrell and some was addressed to Mr. Dennis Farrell, delegate.

Q. This was on the envelope of the Lay Faculty Association?

A. That's right.

Q. Now, did you handle the mail or was the mail – A. Yes, I handled it. When the mail comes into the school it comes to the office which is right at the front door and we don't have any particular way of doing it in this sense it is either the secretary or myself who puts it into the mailboxes and we don't have any particular manner of doing it. It depends on who is least busy at the time.

If she has a few minutes she will come in and we do try to get into the mailboxes as soon after it arrives as we can, but as I say when she is the one

341 free sometimes I'm the one free. I did it, I put it into his mailbox myself.

Q. So from to time you would observe openly that mail was coming to Mr. Farrell as delegate or otherwise from the Lay Faculty Association.

A. Yes, I see the mail before the secretary puts it around.

Q. Prior to receiving the letter from the Lay Faculty Association that has been introduced into evidence as General Counsel's Exhibit 18, had you been a aware this academic year of any union organizational activity? A. I was really taken off my feet, very surprised when I received Mr. Gordon's letter. I had no inkling at all.

Q. During the course of your discussion with Mr. Farrell at this time on December 3rd, did you tell him that [illegible] was hurting his chances by these union efforts? A. I never made any such statements I don't know what chances he'd be hurting.

Q. Did you make any reference or say anything about the school would close if the union came in? A. No, I did not because I would have no reason for saying that.

Q. Did you say that the school would close if the union made unreasonable demands or demands of any kind? A. No, I didn't. I wouldn't know

342 what demands the union could make.

Q. Now, when you mentioned job security was it your intention to intimidate Mr. Farrell with respect to this union activity? A. No, it was not.

MR. FRIEDMAN: Your Honor, I would object to the question and move that the answer be stricken on the ground that intent is completely irrelevant to an 8(a)(1).

JUDGE VON ROHR: We will sustain that. What was said is what is relevant.

Q. And Miss Dietsche was present throughout the entire conversation; is that correct? A. Yes, she was.

Q. Do you recall back in June of 1974 when you evaluated Mr. Farrell?
A. Yes, I did.

Q. In the course of that evaluation did you make any comment to Mr. Farrell about any union activity he may have engaged in? A. No, I did not.

Q. Did you refer at this time to any union meeting that had been held previously in the year? A. No, I did not. I thought the union idea had all died out by that time. It was earlier in the year.

343 Q. Approximately how long did this meeting last? A. The meeting with Mr. Farrell?

Q. Yes. A. I should have clocked it, but I didn't. I would surmise I could have said maybe four, maybe five minutes.

Q. Did you have a faculty meeting on the following day? A. Yes, I did.

Q. At that time –

MR. FRIEDMAN: Excuse me, Your Honor, Now I question the antecedent. How long did this meeting last? I'm wondering if we could get some clarification, which one.

JUDGE VON ROHR: The meeting she just testified to with Mr. Farrell.

MR. FLYNN: She said "You mean the meeting with Mr. Farrell" and I said yes.

JUDGE VON ROHR: Approximately four, maybe five minutes.

Q. The faculty meeting occurred as has been previously testified to on December 4th; is that correct? A. That's right.

Q. This is a regular – A. A regular Wednesday faculty meeting from twelve to one each Wednesday.

Q. Did you bring out at this time the subject of the union organizational
344 activity as revealed by Mr. Gordon's letter on November 23, 1974?

A. At the end of the faculty meeting we discussed all our school matters first, at the very end of the faculty meeting I discussed with the faculty or I told the faculty what my stand was.

Q. Would you tell us what you told the faculty at that time?

A. Yes, I began with "I believe that some of you are trying to bring an outside organization into St. Leo's school.

I would do all within the law to prevent an outside organization coming into the school because I believe it is very detrimental to St. Leo's school in so far as it is divisve of the faculty.

You have been given "— I should say" Father Byrne has given you your regular salary increments, your salary raises that have been suggested in the guide lines each year even though it is not mandatory.

You have received really good fringe benefits. Within the couple of years that you have had several increases". I believe I also mentioned the new dental plan as an extra fringe benefit which they didn't enjoy the year before.

I mentioned that our faculty has been like a happy family, that I was very hurt in the case that the outside organization had any value if it had to
345 be done so secretly that all of the faculty would not have been contacted.

I felt that I had given the faculty every opportunity to ask for anything they need or present any problems, and if the didn't want to come to me personally, which I realize is difficult for some, they could write an anonymous note, leave it in my mailbox at any time and I would try to do the best I could.

I said, "We are enjoying really the best we can have at this time." I felt that we had many more benefits.

I think I went into maybe saying how things had improved within the last few years.

Then I mentioned about St. Gabriel's School, just comparing how grateful we should be in the sense that we have so many things and whereas there

the parents have to do so many extra things and work together and yet they are willing to work as a unit.

I brought in job security, that Mr. Farrell had mentioned job security to me. That jobs are only secure when the schools are open and operating, that an outside organization could not promise job security necessarily if it was an outside organization.

When a group has an outside organization they lose their own personal rights because they have a spokesman who presents things for them.

346 Parochial schools are unqiue. Our goals are in the Bishop's Pastoral letter to teach as Jesus did and we would discuss this further in the year.

I wanted the faculty to work as a unit and be united. I didn't feel that I could work with a divided faculty. I think that is basically what I said.

Q. Sister, prior to this meeting did you make any notes or agenda of what you planned to discuss at this meeting? A. Yes, I did.

MR. FLYNN: I would like to have marked as respondent's exhibit 3 what is a little note pad with some notes on it.

I would like it to be kept intact because there are matters here unrelated to this matter, and have this marked for identification as exhibit 3.

(Document above described marked respondent's exhibit 3 for identification, of this date.)

Q. Sister, I would like to show you this document that has been marked as respondent's exhibit 3 and ask you what this is. Please identify it.

A. Those were the notes I made prior to the meeting because I realized I was going to be nervous at the meeting and I usually at every faculty meeting have a listing of what I am going to discuss, and I wanted to be extra careful that

347 I would not be saying the wrong things.

Q. With respect to this union? A. Yes.

Q. Did you have these notes in front of you during this meeting?

A. I did so I could look down at them and, you know, just go accordingly so I would not lose my train of thought.

Q. Did you refer to those notes from time to time during the course of the meeting? A. Yes, I did.

Q. Could you read those notes, Sister?

MR. FRIEDMAN: Your Honor, I would object on the ground that the witness has not shown that her recollection needs recalling.

THE WITNESS: What?

MR. FLYNN: Before I ask her to read it could I offer this into evidence?

JUDGE VON ROHR: You could offer it into evidence.

Is there any objection? Has it been marked as an exhibit?

MR. FRIEDMAN: Yes, it has.

Your Honor, I would continue my objection and also I would object to its being in evidence. I think it is premature to offer a prior consistent statement when there is no groundwork for showing a "prior consistent statement."

348 In addition, that is not even a simultaneous preparation, that it seems to be an outline in that it is much shorter than what the witness has testified to, an outline prepared before hand, she stated and she glanced at it from time to time and that does not mean that it is a verbatim transcript.

JUDGE VON ROHR: Without indicating at this point how much weight to what I will overrule the objection and receive the document in evidence.

(Respondent's exhibit 3 for identification received in evidence, of this date.)

Q. Sister, I would like you to examine this document.

JUDGE VON ROHR: She is probably familiar with it so you might ask the question.

Q. Sister, after reviewing that document, and I direct your attention in particular to those comments concerning this outside organization or the union and ask you if you can recall in addition to the items mentioned in this

outline, did you discuss anything else about the outside organization?

MR. FRIEDMAN: Your Honor, I again I have to object on the grounds there is no groundwork that the witness' recollection needs refreshment.

JUDGE VON ROHR: Overruled.

A. I'm sorry, would you repeat the question? I am sorry.

349 Q. Did you mention anything else other than those items listed in your notes in connection with this outside organization? A. No, I don't believe I did.

JUDGE VON ROHR: Undoubtedly they were elaborated on because the notes are —

MR. FLYNN: Memoryaid.

THE WITNESS: Exactly. Like St. Gabriel's, I know I went off on that.

Q. Sister, did you say anything in your talk about the employees, last hired, first fired? A. No, I don't believe I did.

Q. Did you say that the school, the parish school would close if the union got in or came in? A. Definitely not.

Q. Did you say that you would close the school or the school would be closed if the union made unreasoanble demands? A. No, I would have no authority to say that.

Q. Well, did you say it or didn't you? A. No.

Q. Did you say that the school would close if the union made unreasonable demands that the school could not afford? A. No.

* * * * *

350 16 Court Street
Brooklyn, New York
May 16, 1975

* * * * *

352 MARY DENIS

called as a witness, having been previously sworn and testified as follows:

REDIRECT EXAMINATION

* * * * *

353 Q. (By Mr. Flynn) Sister, does St. Leo's School have a – have the use of governmental funds for any purpose? A. Yes, it does.

Q. Can you tell us for what purposes? A. We have Title I, we have a reading teacher two days a week. That would be under the ESEA, Title I.

Title II, Library Funds for Library resources and audiovisual materials.

Title VII, we have a remedial reading teacher, plus a bilingual aid, five days a week.

Q. These various Titles, do they refer to sections of federal law, pertain-
354 ing to Aid to Education? A. Yes, they do.

Q. Who applies for these programs for St. Leo's Elementary School?
A. I do.

Q. You do not use the School office of the Diocese? A. No.

Q. Are the funds provided or resources provided to you directly by the government? A. The Title II Library materials are sent directly to the School.

Then I have to sign the statement that they have arrived.

I do not receive the billing.

The billing is received through the federal offices.

Q. And these monies and services don't come through the Catholic school's offices, they come directly to you? A. Right.

And they're paid directly through the public school offices, through my application.

Q. Sister, you testified that you were appointed by your religious community, is that correct? A. That is right.

355 Q. Who evaluates your performance of your position as principal?
A. Our community supervisor of schools.

Q. Again, that's your religious community? A. Yes.

Sister Sarah White?

Q. That's the Order of Gray Nuns? A. Gray Nuns of the Sacred Heart.

Q. Can you tell us where you're headquartered, your Order is headquartered? A. Yardley, Pennsylvania.

Q. That's outside the Diocese of Brooklyn? A. That's right.

Q. Is your school supervised by your Order? A. Yes, it is.

Sister Sarah White has charge of the supervision of all the Gray Nun schools.

Q. There are schools outside of the – A. From Kodiak Island, Alaska, to Lima, Peru, we have a school at either end.

Q. Than in connection with this function, does the community supervisor visit St. Leo's from time to time? A. Yes, she does.

Q. Does the school, St. Leo's School, have a budget? A. Yes, we do.

356 Q. Who prepares that budget? A. Father Byrne and myself, B-Y-R-N-E.

MR. FLYNN: I'd like to have marked for identification, as Respondent's Exhibit 4, and ask you to identify that document. A. Yes.

It's our school budget.

Q. Pardon me? A. It's our school budget.

Q. For what period of time? A. The school year ending August 31st, 1975.

MR. FLYNN: I'd like to offer this into evidence.

JUDGE VON ROHR: Any objection?

MR. FRIEDMAN: I –

JUDGE VON ROHR: Incidentally, I see that you have had a copy marked. Is it legible?

MR. FLYNN: Yes, sir.

JUDGE VON ROHR: You're aware of the requirement that duplicates be provided?

MR. FLYNN: I will provide them.

357 I don't have them with me at this time, but I will provide duplicates for the General Counsel.

JUDGE VON ROHR: Not for the General Counsel, for the record.

It will have to be furnished to the reporter.

MR. FLYNN: Okay.

MR. FRIEDMAN: I have no objection.

JUDGE VON ROHR: It is received.

(Whereupon, the above referred to was received and marked Respondent's Exhibit 4 in evidence.)

JUDGE VON ROHR: Incidentally, that applies to your other Exhibits, too.

I don't know if you provided duplicates yet or not.

MR. FLYNN: I have not.

MR. FRIEDMAN: I think, Your Honor, I also owe Mr. Flynn a few, and we'll straighten it out.

Q. (By Mr. Flynn) Are you familiar with the budget for the Parish, Sister? A. No, I'm really not.

I don't see the Parish budget.

JUDGE VON ROHR: Well, I suppose the fact is that this Parish does not receive any assistance from the Diocese?

THE WITNESS: That's right.

358 JUDGE VON ROHR: That's been brought out before.

I don't think we need all the details.

MR. FLYNN: That's what I thought.

All right.

Q. (By Mr. Flynn) Now, Sister, there was testimony that during the academic year, Sister Balthasare visited St. Leo's.

Did she in fact visit St. Leo's? A. Yes, she did, she visited St. Leo's upon my invitation.

Q. What function does Sister Balthasare provide? A. She's the coordinator of Social Studies.

She has the expertise, this is her field, and in the diocesean office, there are coordinators for different subject fields.

Q. What was her purpose in coming to St. Leo's? A. I explained her purpose to the faculty as coming to aid them.

If they wanted any help, they could ask Sister Balthasare to demonstrate a lesson for them, to go over textbooks that they were interested in ordering, or if they wanted to teach a lesson and ask Sister how they did it in, and things like that.

Whatever they wanted to do, it was free, in other words, it was to improve the instructional level in the school.

359 Q. She came at your invitation though, is that correct? A. That's right.

MR. FLYNN: No further questions.

RECROSS EXAMINATION

Q. (By Mr. Friedman) Sister Denis, looking at Respondent's Exhibit 4, the budget, I notice that there are – there is a blank where the school's name is filled in, and it says High School or Elementary School.

Elementary School is checked. Is this form supplied to you by somebody? A. The forms are given to us as guidelines from the Diocese.

Q. And – A. They have the expertise in these fields, and when they offer a service, we can accept the service or not.

And to me it's a service.

Q. Do you generally use their budget form? A. Yes, I do.

Q. Do you generally send them a copy of the budget, after you draw it up and have it approved with the Pastor? A. Generally.

360 I haven't done so this year yet.

Q. Do you recall if this one, Respondent's Exhibit 4, was submitted to the Diocese School's office? A. I imagine it was last spring.

I don't know the exact date.

They have offered us this service, and they have two Sisters who are in the field there, who are experts in financial matters, and it's more of an idea that we can send ours in, and they can tell us whether or not, give us any advice if we ask the advice.

Q. You do send it into – A. Yes.

JUDGE VON ROHR: That's been established.

Q. There's a reference here to assessment, Superintendent's office, $1,374.

I think there was some testimony before, that is an amount that is paid to the superintendent of the Catholic school's office? A. That's right.

For their help.

Q. I see.

And is that –

Again, I think we may –

There's some testimony it was based on the number of students you had?

361 A. That's right.

Q. Now, you mentioned the supervision of the school by the Order. By your religious Order. Does your Order have anything to do with the terms and conditions of employment of the Lay Faculty members? A. No.

Q. Do they have control over the terms and conditions of employment over – of the religious faculty members, that is the members of the Order?

A. We have a personnel board, right.

Q. For example, your religious Order also sets those – I believe it's $30 a month that they receive?

They would be the one who would alter that fee, if it was to be altered?

A. It has been up to each individual Convent.

You know, our own group, what we could afford.

Q. But it's the Order that makes the decision as to – A. Yes, right.

Q. In fact, does the Order have a written agreement with the Pastor to supply religious faculty for the school? A. I really don't know.

Q. Okay.

Striking the word written from that question, do they have some sort of

362 an agreement whereby they always provide the religious faculty members?

A. 50 years ago the Gray Nuns of the Sacred Heart came to St. Leo's for the first time and we're still there, so I imagine –

Q. Have the religious – the religious faculty members are always from that Order? A. That's right.

Q. Are the members of the religious Order free, by the way, to live outside the convent, if they choose, the convent – A. No.

They live within the convent.

But they can live at other convents of our – you know, within an area.

Q. Going back to this December 4th meeting, approximately how long did the section of the meeting pertaining to the outside organization, how long did that portion take? A. It was the very end of the meeting.

You know, when you think about something such as that, I would say it was just the last few minutes of it.

You know, sometimes when you have it to say, it sounds like it's going to be hours to say it, but it's, I would say just the last very few minutes.

363 Q. I believe you stated, and this is Respondent's Exhibit 3, these are the notes you made before the meeting? A. That's right.

Q. I believe you stated on direct that you did not say anything that was not said in – set forth in these notes? A. No.

I said I had those notes before me. You know, so I could look down at them and continue my train of thought and so forth.

Q. Well – A. I did not say that there was nothing else I said.

I said basically that is all I said.

Q. Did you go into some topics that might not be set forth here?

A. I don't believe topics. Not that I can think of.

I said I had gone on St. Gabriel's, I remember that was one thing I didn't have written down there.

I went off on a tangent on that.

Q. Well – A. I don't recall for the moment anything else.

Q. I believe you stated that you did not mention, for example, the

364 school closing? A. No, I did not.

Q. You didn't use the word closing? A. Not at that meeting.

Q. Okay.

And I believe you also said that you didn't use the expression last one hired, first one fired? A. No, I did not.

In the context of the closing, they might have gotten – in the context of closing I did not mention closing.

What might have been taken up was there were – I said something to the effect there had been 9 Diocesean high schools, now there are only 5, but that was in the context of job security.

Q. I see.

You stated, I think, also that you didn't use the expression, or you didn't refer to any demands of the Union, financial demands? A. No.

Q. In fact, you had not received any financial demands? A. I didn't know what the demands would be.

Q. Would the same thing be true, by the way, of the tenure provisions?

365 Were you familiar at all with what their tenure provisions were?

A. Of the Union?

Q. Yes. A. No.

Q. None of those three statements are in fact in those notes, is that correct? A. What statements?

Q. None of the three statements about the, either the last one hired, first one fired, or the closing or – A. I don't believe so.

JUDGE VON ROHR: Well, have you examined them, Counsel?

MR. FRIEDMAN: Yes.

JUDGE VON ROHR: If you know they're not then– well, that document will speak for itself.

Q. You're equally sure that none of those statements were made?

A. That's right.

Q. I would show you this document which has already been marked as General Counsel's Exhibit 8, and I believe you already identified this as your statement? A. Yes.

Q. Again, I think we established that you had sworn to the truth of

366 that statement? A. To the best of my ability at the time, right.

Q. And your attorney was present when you gave that statement also, was he not? A. I believe so.

JUDGE VON ROHR: Was it a different attorney than now?

THE WITNESS: No, it was the same one.

JUDGE VON ROHR: All right.

Q. (By Mr. Friedman) I call your attention to the bottom portion of Paragraph 15, and ask if you would look at that.

(Whereupon, the witness complies.)

JUDGE VON ROHR: All right.

THE WITHESS: Truthfully, –

JUDGE VON ROHR: No, first we'll have a question.

Q. Sister Denis, did you state in your sworn statement, "When I was talking about job security, I mentioned that it was the – it was an outside organization's policy that the last to be hired would be the first to be let go?"

A. I have that down here, yes.

Q. I see.

Are those your initials directly over the word, "Hired," Where there was something crossed out, immediately before the word, "Hired?" A. Yes.

367 Q. You read that statement before you signed it? A. Yes.

I think that Mr. Eisenberg kept coming back with that statement himself, and as I said yesterday, when I was asked, I really didn't recall.

I mustn't have put much emphasis on it, if I didn't recall it yesterday.

MR. FRIEDMAN: Your Honor, I would offer General Counsel's Exhibit 8, that portion of it, in evidence, both as an admission, and as a prior inconsistent statement.

MR. FLYNN: Is he offering just that portion of the statement?

MR. FRIEDMAN: That paragraph.

Well, it would be that portion, yes, Your Honor.

MR. FLYNN: I object.

Because I think her testimony was she didn't recall, and –

JUDGE VON ROHR: Well, it's possible there was some qualification in her answer, but I cannot be exactly certain.

So, the record will speak for itself, and I will receive the document into evidence.

368 MR. FLYNN: That portion of it, or the –

JUDGE VON ROHR: That's all it's been offered for.

Has it been marked as an Exhibit number?

MR. FRIEDMAN: Yes, Your Honor, it was marked General Counsel's Exhibit 8 and not offered at that time.

JUDGE VON ROHR: All right, 8 is received.

Q. (By Mr. Friedman) Now, Sister Denis, in the course of that meeting, did you also – well, you just referred to the – that you had used some term, job security.

Could you tell us again what you said with regard to job security, at that December 4th meeting? A. I said that jobs are only secure as long as the schools remain open and functioning.

And if an outside organization comes in, they could not promise job security.

It was not the outside organization that would give the job security, it was only when the schools remained open, and functioning.

Q. Do you recall whether the specific expression may have been that there would be no job security if the schools were not open? A. No, I don't.

Q. Again – A. I would think it was in the same context as what
369 I said.

Q. Again, I would just call your attention to, I think it's the next sentence in that paragraph, and just ask you to – ask you if you would examine what you stated there?

Does that refer to your having said that That there was no job security if the schools were not open? A. No.

I would say just what I said now. That tehre was no job security unless the schools remained open and functioning.

That's what it has, too.

Q. Fine.

Did you, in the course of that meeting, by the way, refer to the fact that you had already talked to Mr. Farrell about these things? A. I might have.

I told him when I met with him that I was going to speak to the faculty.

Q. Did you say that I had already told Mr. Farrell what I was going to tell the faculty?

Do you recall using that expression? A. No.

Let me just think.

370 Repeat that, please?

Q. Do you recall using the – saying that I had already told, or I have already told Mr. Farrell what I was going to tell the faculty?

JUDGE VON ROHR: Now, is that a statement she made to Mr. Farrell, or is that a statement she made at the meeting?

It is a bit confusing.

Q. In that statement, in your sworn statement, you say that I also said that I had –

JUDGE VON ROHR: Wait.

I also said, when?

Q. (By Mr. Friedman) The paragraph is referring to the faculty meeting. It's the same paragraph.

It says, "I also said that I had already told Farrell what I was going to tell the faculty at the meeting." A. I possibly did.

Basically I said the same thing at both.

Q. Did you say at the faculty meeting anything about how you knew that there was an attempt to bring in an outside organization? A. No.

I think I said it has been brought to my attention that an outside organization is – or some of the faculty are trying to bring in an outside organization.

371 Q. Okay.

Did you mention also that, something about this was being done secretly?

A. I said that in my opinion it did not have any value, because it was being done secretly.

If it had any value, I would feel that it was going to be opened up to all the faculty to be able to discuss it.

Q. You, I believe, stated that you said on December 4th, and I think you also said on December 3rd, both to Mr. Farrell and to the group as a whole, words to the effect that when they have an organization, they lose their personal rights? A. No.

I said that they have a spokesman to speak for them.

Q. Yes? A. And they do not speak as individuals then.

Q. You say they do not, or they would not be able to or – A. I don't remember my exact words.

Q. By the way, in that, again in that December 4th meeting, did you make reference to, you didn't feel you could work with a divided faculty?

372 A. Yes, I did.

I think in reference, when I said that I felt that this outside organization would divide the faculty, it had already done so.

It was in evidence, very strong evidence.

Q. You stated – first of all, I'm a little confused.

You had mentioned a meeting with Mr. Farrell that lasted 4 or 5 minutes, but I think it came out yesterday, it was a little unclear about which meeting.

Were you talking about the June evaluation meeting with Mr. –

A. No, I was not.

Q. You were talking about the December 3rd meeting? A. That's right.

Q. Now, would you tell us, you decided to call in Mr. Farrell, is that correct? A. That's right.

Q. Okay.

Would you tell us why you selected Mr. Farrell? A. Yes.

Because he had been receiving mail, I put the mail into the mailbox.

I had a letter from Mr. Gordon, the day before, that, giving, alerting me to this outside organization. The interests he said that the teachers had, the majority.

373 And Mr. Farrell had also been receiving mail. So he was the only one I would have thought of.

Q. You were aware that he was in fact one of the more active, or the most active person? A. That was the only way I knew, through the mail.

Q. You then called him in with what purpose in mind? A. I asked him if he would come in, because I wanted to sit down and let him know what my position, what I thought about an outside organization coming into the school.

Q. Were you attempting to dissuade him from his activities or his support of the Union? A. In no way.

JUDGE VON ROHR: This goes to the type of objection you made yesterday.

What is – what is relevant and important is what it was that was said.

Q. You mentioned, by the way, that you had one other person in that room with you, and that was Miss Kathleen Dietsche? A. That's right.

Q. Does she happen to have a title in the school? A. Yes.

She has the title **Assistant Principal**.

374 MR. FLYNN: Your Honor, I'd like to bring out that, I believe it's been determined by the Board in this proceeding, or rather in its investigation of this proceeding, that Miss Dietsche is not a supervisor within the meaning of the Act.

MR. FRIEDMAN: That's correct.

General Counsel does not take the position that Miss Dietsche is a supervisor.

JUDGE VON ROHR: All right.

MR. FRIEDMAN: As defined in the Act.

JUDGE VON ROHR: Is she a lay teacher?

THE WITNESS: Yes, she is.

She was voted in by the members of the faculty.

She has a full teaching schedule, as every other teacher.

Q. (By Mr. Friedman) Would you tell us again what you said to Mr. Farrell in the course of this meeting? A. I said I had learned that an outside – some of the lay teachers were interested in bringing in an outside organization, to the school.

I would do everything within the law to prevent an outside organization from coming into the school.

I felt it was detrimental to St. Leo's School.

It was divisive of the faculty.

We had a very good working relationship with the faculty members.

375 I felt that this didn't have any value, that because it was being done so secretly, why couldn't, you know, they come if they wanted to discuss anything, why hadn't they come?

I couldn't understand –

JUDGE VON ROHR: Proceed.

A. I couldn't understand what an outside organization could give them that hadn't already been given them.

Father Byrne had been very good in meeting suggestions by the Diocese of the salary increases and the increments.

In the 5 years I had been there, we had received many increases.

Q. Do you – A. In salary, as well as fringe benefits. I believed there I mentioned, even a new dental plan. And I said, I believe you're the first one to even take advantage of it, and he said yes, he was.

Q. Did you ask him in what way or – in what way he thought the schools could be improved? A. No.

Q. The school, I should say. A. No.

I said that I didn't understand what an outside organization could give

376 them that wasn't already being given them.

In that type of a text.

Q. Did you state that St. Leo's had a very tight budget? A. Possibly I did.

Q. And that – A. Most of the schools have.

Q. Okay.

And that they were giving the teachers everything within – anything to the effect that they were giving the teachers everything they could? A. They were getting all the benefits that possibly could be given at the time, right.

Q. You didn't make any reference to the fact that they couldn't give anymore than they already were? A. When I mentioned about the –

I didn't know what an outside organization could give that wasn't already being given.

Mr. Farrell mentioned a few things, and he came out with – he didn't say much during the whole thing, but he came out with three things, I believe.

One was money, and I said something to the effect that if there were too many demands from an outside organization upon the school, and the school couldn't meet these demands, that possibly the school would have to close.

377 Schools, I think.

I don't even think I put it in singular. Schools would have to close.

He also moved on to say about job security, and I said at that time that I felt jobs are only secure when the schools are open and operating.

That an outside organization really couldn't give them job security if the schools weren't open and operating.

He mentioned fringe benefits, and I said the fringe benefits were better now than they ever had been, and that's when I went into the dental plan.

I said you have a new dental plan that just came about this year, and you're already taking advantage of it.

Q. Going back for a second now.

You mentioned that in regard to the question about, I think it was wages or salary, you mentioned that – you said something about demands was in that context of that conversation.

Could you again just repeat your answer on that? A. I believe I said

something to the effect that when he mentioned money, that I said if an outside organization makes too many demands upon the schools, they possbily
378 would be forced to closed.

Not meaning, I don't believe at that time, any specific ones.

Q. Do you recall whether you repeated that conversation, that remark the next day, to the entire faculty? A. No, I don't think I did, because – I don't believe I did, because money, I mean it was just – I answered these, according to what Mr. Farrell had come up.

Money, job security, fringe benefits, were the things he came up with at that time.

Q. Had you asked him any of that, or had he volunteered all of it? A. I said I can't understand, you know, what an outside organization can give that we don't already have in the school.

Q. Then he replied by going through these items? A. Yes.

Q. You say you don't think you said this the next day though at the meeting? A. I said before that basically, I said just about the same things at the meeting that I had said the day before.

But I don't recall mentioning the money end of it, because I did mention job security, and I did mention their fringe benefits.

379 Q. So, in fact you mentioned, the next day you mentioned at least two out of the three things that you had spoken about, in that particular portion of the conversation? A. Yes.

Q. In fact, again, calling your attention to that same paragraph of the statement you've previously identified, – A. If you recall before I read it, I said I don't believe that I have, that I did say it.

Where are you now?

A. In the statement you stated that, "I said the same thing at the meeting that I said to Mr. Farrell."

JUDGE VON ROHR: I believe she testified to that previously.

MR. FRIEDMAN: That was not meant to be an inconsistent statement, Your Honor.

Q. So, on the 9th of January, you recalled that you had said the same things to the meeting? A. Pardon?

MR. FLYNN: Pardon?

Q. On the 9th of January, you recall that you –

JUDGE VON ROHR: I think you're arguing with the witness now.

MR. FRIEDMAN: Well, Your Honor, actually no.

380 JUDGE VON ROHR: The 9th of January is what, the date of the affidavit?

MR. FRIEDMAN: Yes, January 9th.

JUDGE VON ROHR: The record will speak for itself in that regard.

Q. Did you tell Mr. Farrell on December 3rd, "When individuals organize, they give up their rights to act individually?" A. I believe I said something to the effect that –

Repeat that again.

When individuals –

Q. Was the statement you made to Mr. Farrell, "When individuals organize, they give up their right to act individually?"

JUDGE VON ROHR: Is that a quotation taken from the affidavit?

MR. FRIEDMAN: Yes, it is.

A. Because they have a spokesman.

Q. Well, again, I would just very briefly call your attention –

JUDGE VON ROHR: Well, you just indicated you read the statement from the affidavit.

So, the question simply is is that statement in the affidavit correct?

Q. (By Mr. Friedman) The statement in the affidavit, without the words,

381 "Because they have a spokesman?" A. Yes, I would say so.

JUDGE VON ROHR: All right then.

Q. You referred – this is at the meeting, I believe, with Mr. Farrell – to the dental plan.

I believe on your direct you said that you had implemented, as soon as we knew about it?

You had implemented the dental plan, as soon as he knew about it?

A. He said something at the meeting with me on December 3rd, why didn't we know about this, or whatever it was.

I think it was the dental plan he had reference to.

But he was also talking about salaries, because he had brought that up.

And I said that any time we receive information, we let them know as soon as we find out. We put this into their mailboxes.

And the thing is this. We, as a parish, pay for these services. We come together with the Diocese because it's a bulk rate, and as you realize, with bulk rates they're cheaper –

JUDGE VON ROHR: The question is just whatever you said.

382 Q. Did you tell him that, go into bulk rates? A. No.

We didn't have to go into that, no.

Q. You didn't tell him that? A. No.

Q. Now, at any time did the parish try to establish a dental plan or something of it's own, in other words, before the Diocese did? A. Not that I know of.

Q. And did they have any sort of a pension plan before the Diocese established one? A. I don't know.

Q. Do you know, did they have any health benefits before the Diocese established one? A. I only know since I've come here, and I don't know how long they've been going on.

I was in Pennsylvania before this.

Q. The dental plan was adopted while you were there? A. That just started this year.

Q. I think you mentioned, by the way, that Miss, was it Miss Soldt had asked you about the address where she could reach the Union?

A. Yes, she did.

Q. Do you recall again, approximately, when that was? A. Yes.

383 It was on that Monday afternoon, when I came into the faculty room, and found her sobbing, and Miss Dietsche and Miss Zanetti with her.

Q. It was on that date?

December 2nd? A. Yes, it was Monday.

Q. You gave her the address at that time? A. That's right.

Q. Had you in fact shown her the return address on an envelope?

A. Yes, I believe I did.

Q. Was that presumably the – one of the envelopes that the demand or something came into you? A. I believe so.

Q. Okay.

Did she copy it off the envelope?

JUDGE VON ROHR: I don't know, I think we're getting a little afield.

MR. FRIEDMAN: Your Honor, one relevant point.

JUDGE VON ROHR: All right.

Q. Would this be the envelope, that states LFA, Lay Faculty Association, AFL-CIO, Diocese of Brooklyn, Robert M. Gordon, President, with the address? A. No.

384 Q. Without saying it's the specific envelope? A. No.

I'm quite sure it did not have AFL-CIO.

You have other stationery that you use, Mr. Gordon.

I don't even believe I have one with me. I emptied my thing out.

JUDGE VON ROHR: In any event –

A. That's not the one.

I say I have –

JUDGE VON ROHR: Off the record.

(Discussion off the record.)

JUDGE VON ROHR: On the record.

Q. (By Mr. Friedman) Now, you mentioned with regard to the procedure of putting the mail in the teachers' box, first of all, what are these, open pigeon hole boxes?

JUDGE VON ROHR: We've been over this.

Is there anything important?

MR. FRIEDMAN: Just one brief point, Your Honor.

JUDGE VON ROHR: All right.

Q. These are pigeon hole type boxes? A. That's right.

Q. Either you or your secretary put the mail into these boxes?

385 A. That's right.

Q. Did you ever have any occasion in the past to tell an employee that I see you got mail from such and such, or I see you got mail from –

A. No. I don't believe so.

Oh, when you say that, no.

Are you saying about pertaining to Mr. Farrell's meeting?

Q. Yes. A. When Mr. Farrell asked me why I called him in, definitely.

Q. In his case you referred to it, because you had seen the mail?

A. Yes.

Q. Other than that, you don't recall ever having done something along those lines before? A. No.

He questioned me why I called him in, and that is why I answered.

* * * * *

386 VIDA ZANETTI

called as a witness, was duly sworn and testified as follows:

JUDGE VON ROHR: Be seated.

DIRECT EXAMINATION

Q. (By Mr. Flynn) Mrs. Zanetti, would you state your name for the record, please? A. Vida Zanetti.

JUDGE VON ROHR: You'll have to keep your voice up, please.

THE WITNESS: Okay.

Q. Speak up. A. Yes.

Q. What is your name? A. Vida Zanetti.

Q. And what is your address? A. 40-11 104th Street, Corone.

Q. Where are you employed? A. At St. Leo's Parochial School.

Q. How long have you been employed there? A. 20 years.

387 Q. What grade do you teach? A. I teach the third grade.

Q. Were you employed at the school in December 1974? A. Yes, sir.

Q. Do you recall attending a faculty meeting on December 4th, 1974? A. Yes, sir.

Q. Was that a regularly scheduled faculty meeting? A. Yes, sir.

Q. In the course of that meeting, do you recall Sister Denis making any comments about an outside organization? A. Yes, sir.

Q. Would you tell us to the best of your recollection what she said about the outside organization? A. After our regular – regular business meeting, Sister said she felt very hurt at the knowledge that there was an outside organization to come into St. Leo's.

She felt that – felt that Father Byrne had always done the best for us.

We got all the benefits that we possibly could get. And she didn't see how any outside organization could help us.

But primarily, I think she was concerned –

388 Q. Just tell us what she said. A. With the fact that – she said it's going to cause a divisive faculty, because naturally, the Sisters would not take part in that.

I don't think they're allowed.

Is that it?

At any rate, –

Q. Can you recall anything else the Sister said? A. She wondered what any of us hoped to gain, or any of the faculty hoped to gain by having an outside organization.

Q. Did Sister say anything about the closing of St. Leo's School?

A. No, she didn't.

Q. Did she say anything about job security? A. It was mentioned in the fact that she didn't see how having an outside organization could help in job security.

Because, I think it's – it's difficult for me to recall.

Q. Is that about it? A. Yes.

MR. FLYNN: No further questions.

CROSS EXAMINATION

Q. (By Mr. Friedman) Approximately how long did the meeting last?

389 That portion of the meeting dealing with the outside organization.

A. I'd like to hear more on it?

Q. Excuse me? A. You would like to hear more?

You would like to hear me repeat it?

Q. Do you recall approximately how long it lasted, that portion of the meeting? A. Oh, I didn't time it.

It could have been 5 or 10 minutes.

Because we took care of other business before, and this was brought out just at the end of the meeting. I mean it was very short.

Q. Would it be fair to say you don't recall everything that was said?

A. It would be fair to say that.

Q. Okay.

I think you had mentioned about, she had said it would be divisive having the outside organization? A. Yes, sir.

Q. And I believe you stated what the reason that she gave was?

A. Well, because there are Sisters in the school, and I guess the Sisters couldn't belong to an outside organization.

390 I wouldn't know really, the reason for it.

Q. Did she say anything like that? A. She did say about a divisive faculty, due to the fact that it was already divided, because many of us were not notified of any outside organization coming in.

So, even among the lay faculty, we were divided.

Q. Do you recall whether she mentioned that, about the Sisters, because the Sisters wouldn't be part of it? A. I can't recall exactly. I think so.

I think she said that they probably couldn't be part of it, or couldn't take part.

I'm not clear on that.

MR. FRIEDMAN: I have no further questions.

JUDGE VON ROHR: Incidentally, were you ever asked to sign a Union application?

THE WITNESS: No, sir.

JUDGE VON ROHR: Then I take it you never signed one?

THE WITNESS: No, I never did.

I never saw one.

JUDGE VON ROHR: You were one of those who were not notified about the new activity?

THE WITNESS: Yes, sir, yes, sir.

JUDGE VON ROHR: All right.

391 MR. FRIEDMAN: Your Honor, if I may pick up one point on that?

JUDGE VON ROHR: Yes.

Q. (By Mr. Friedman) Were you ever notified of a meeting at Mrs. Matos' home, last year? A. No, I wasn't.

MR. FRIEDMAN: That's all.

JUDGE VON ROHR: You're excused.

(Whereupon, this witness is excused.)

Whereupon,

KATHLEEN DIETSCHE

called as a witness, was duly sworn and testified as follows:

JUDGE VON ROHR: Be seated.

DIRECT EXAMINATION

Q. (By Mr. Flynn) Will you state your name, please? A. Kathleen Dietsche.

Q. Where do you live?

JUDGE VON ROHR: Kathleen?

THE WITNESS: Kathleen, with a K; Dietsche, D-I-E-T-S-C-H-E.

JUDGE VON ROHR: Thank you.

Q. (By Mr. Flynn) Will you state your address, please? A. 75-43 193rd Street, Flushing, New York.

Q. Where are you employed? A. St. Leo's School.

392 Q. In what position? A. As a teacher.

Q. On what – what grade do you teach? A. Fifth and sixth.

Q. How long have you been teaching there? A. This is my fourth year.

Q. Miss Dietsche, did you – do you recall a meeting between Sister Denis and Mr. Farrell –

You know Mr. Farrell, don't you? A. I do.

Q. That took place on or about December 3rd of last year? A. Yes, I do.

Q. Will you tell us what happened on that occasion? A. Sister asked me if I would remain.

Q. Would you tell us what time of the day it was? A. It was after school.

I had gone down to deliver some money, and –

Q. This is the pretzel money? A. The pretzel money.

And there was just – I had an extra amount of money, I had to bring it into the office.

So, I went in and I gave it to her, and Sister said to me, would I remain, she asked me if I would remain to hear a conversation that she was going to have with Mr. Farrell.

393 She did not want her words to be twisted.

Q. Is that what she told you? A. Yes.

She wanted me to be a witness as to what was said.

Q. Did Mr. Farrell come in? A. He came in and Sister began to speak to him.

Q. Can you tell us to the best of your recollection, what Sister said, and what Mr. Farrell said?

JUDGE VON ROHR: Keep your voice up a little so we can all hear you.

A. Sister said that she was aware that there was an outside organization coming into St. Leo's, and that she was hurt at it, hurt at the way it had been done, and that she would use every power within the law to fight it, because she felt it would disrupt the faculty, divide the faculty, and she continued on in that vein for awhile.

A few words, that's all. Then she went in and said that Father Byrne was trying to help us in any way possible with benefits, with salaries, and she couldn't understand what an outside organization would do for us that Father Byrne wasn't already trying to do.

Q. Did Mr. Farrell say anything? A. Well, he agreed with Sister, whenever he – he would agree with Sister.

394 He didn't say too much. He would say a word here, a few words there. But not really complete sentences.

Q. Now, in response to Sister's statement that she didn't see what an outside organization could do for the teachers, that Father Byrne wasn't already trying to do, did Mr. Farrell make any response to that statement?

A. He said well, job security.

And Sister said that we had job security, as long as the school is open we have job security.

Q. Did he say anything else? A. He nodded, and then he said well, you know, money.

And Sister said that Father Byrne had always granted us all the suggested raises that the Diocese had suggested, Father Byrne had always given them to us, and we were fortunate that way.

Some schools aren't that lucky.

And that Father Byrne had never turned any of these increments down.

He said benefits.

So, Sister said we are getting benefits. And the Diocese even suggested a dental plan, a new dental plan, we didn't have it before, and she said, I believe,

395 Mr. Farrell, that you are the first one to take advantage of the dental plan.

And he said yes.

Q. Do you recall if there was any mention made of unreasonable Union demands? A. I can't recall.

Q. Was there anything else said by either Sister Denis or yourself, or Mr. Farrell, at this meeting, other than what you testified to? A. I didn't say anything.

I just sat there.

Mr. Farrell, I believe, was asked a question at the end by Sister Mary Denis.

Perhaps he had been asked the question, but he evaded it. Whatever the question was, I remember he didn't answer.

JUDGE VON ROHR: Do you remember what the question was?

THE WITNESS: No, sir, I'm afraid I don't.

We were standing. He had to go to work, and that's why the meeting was going to be over.

He had said he had to go to work that night, and could we cut it short, could we leave?

And Sister said well, yes, of course.

396 Perhaps as we were getting up, she must have asked a question, but he evaded answering. He wouldn't answer a straight question.

Q. Now, did you attend a faculty meeting on the following day?

A. Yes, I did.

Q. Did Sister at that time, do you recall Sister discussing this outside organization? A. Yes.

Q. Can you tell us approximately what –

Can you tell us what Sister said, to the best of your recollection, about this outside organization, at that time? A. Sister mentioned the same, the same information, or the same things that she said the day before, she said at the faculty meeting.

The only thing that was not mentioned was the dental plan, that Mr. Farrell was the first recipient of it. She did not mention that –

Q. Did she, at this faculty meeting, did she make any reference in any way to closing of St. Leo's? A. No.

Q. Did she say that if the Union came into St. Leo's the school would be closed? A. No.

397 Q. Did she say that if employees engaged in Union activity, the school would be closed? A. No.

Q. Did she make any reference at all at this faculty meeting to closing St. Leo's? A. No.

MR. FLYNN: No further questions.

MR. FRIEDMAN: Can I have about one moment, please?

(Whereupon, there was a short pause taken in the hearing)

CROSS EXAMINATION

Q. (By Mr. Friedman) Miss Dietsche, in the course of the December 4th meeting, do you recall whether Sister Denis ever used, or ever made any reference to schools closing? A. Was the December 4th meeting the --

Q. The faculty meeting? A. The faculty meeting?

Q. Right. A. Sister referred, I believe, to high schools, to Diocesean high schools that had been open, and some had closed.

Q. Well, at the parish level, do you recall if she ever referred to parishes having to close their schools? A. I can't recall offhand.

398 MR. FRIEDMAN: Your Honor, I would ask to have this marked as General Counsel's Exhibit 25.

(General Counsel's Exhibit 25 was received and marked for identification, as of this date.)

Q. (By Mr. Friedman) Miss Dietsche, did you give a statement to an Agent of the National Labor Relations Board? A. Yes.

Q. I would show you this document that is marked General Counsel's Exhibit 25, and ask if you can identify that? A. Yes.

This is what Mr. Eisenberg had.

Q. Okay.

Is that a statement that you signed? A. Yes, I did.

Q. And you read it through before you signed it? A. Yes.

Q. You also swore to the truth of it at that time? A. Yes.

Q. I call your attention to Paragraph 5, which is on Page 4, and ask you

if you would –

JUDGE VON ROHR: Why don't you just read the pertinent part of the paragraph?

399 Q. Did you state in your affidavit that, "I believe Sister Denis," and this is referring to that meeting, "I believe Sister Denis–"

MR. FLYNN: Which?

MR. FRIEDMAN: The faculty meeting.

Q. "I believe Sister Denis said something to the extent that if more money were asked by an outside organization, and parishes could not meet it, the schools would be forced to close. (I don't know if Sister Denis was referring to St. Leo's Schools or other Catholic schools in general)" A. Yes, if I signed that I said that, but I believe that was said not at the faculty meeting, but at the meeting with Mr. Farrell, and –

Q. In the reference there, is it – A. I – well, I don't know, that was several months ago.

I have thought of it. She did say, she must have, I'm sure she did –

Q. Might she have said it either in – also or in place of that, might have said it on December 3rd? A. It would have had to have been at the December 3rd meeting.

Q. You're stating now, that you believe that it was not at the faculty meeting itself? A. I would say it was at the meeting with Mr. Farrell, not at the

400 faculty meeting.

Q. Okay.

Well, didn't she essentially reiterate at the faculty meeting, everything she had said to – at the meeting the day before? A. Essentially, yes.

JUDGE VON ROHR: What is the date of the affidavit?

MR. FRIEDMAN: It is January 22, 1975.

Q. Picking up this December 3rd meeting, the meeting with Mr. Farrell, can you tell us again specifically what was said? A. Sister said that she was

disappointed in the way that this had been done.

Q. Well – A. That the way the outside organization had been organized.

And that she wanted to speak to him about it, and she asked him what could an outside organization possibly bring to us at St. Leo's that we didn't already have.

Q. Had she started off the meeting saying that she was aware that some of the teachers wanted to being in an outside organization? A. I be-

401 lieve so.

Q. By the way, do you have knowledge of how Sister Denis knew about this outside organization? A. Yes, I do.

Q. Could you tell us how she knew about it? A. The afternoon before, which was Monday –

JUDGE VON ROHR: Mr. Friedman, there's no question about it, is there?

MR. FRIEDMAN: Your Honor, I think there is possibly a credibility problem.

I just want to establish what the witness' interest was?

JUDGE VON ROHR: Pardon?

MR. FRIEDMAN: Where the witness' interest lay at this point.

JUDGE VON ROHR: I think that's all conceded, is it not?

Is there any dispute here?

MR. FRIEDMAN: I would just – I'll phrase just one question then.

JUDGE VON ROHR: All right.

Q. Did you tell Sister Denis about the Union the day before? A. I stated when Sister walked into the room and saw us so visibly upset, that we couldn't have a faculty meeting, or I felt we shouldn't have it, because we

402 couldn't – we weren't up to it.

And I stated that there was something that had happened at lunch time, and we were upset over it.

Q. You had mentioned that there had been a Union involved? A. I said some people have organized behind our back.

I am not exactly sure of my wording. But I mentioned there was an organization.

JUDGE VON ROHR: You told that to him?

THE WITNESS: To Sister Mary Denis.

Q. By the way, had you attended a meeting at Mrs. Matos' house, the year before? A. I had.

Q. At that meeting, did you and several other faculty members, express opposition to the Union? A. Yes.

JUDGE VON ROHR: Did you sign an application for Union membership, at the latest organizational drive?

THE WITNESS: At the latest, meaning this year?

JUDGE VON ROHR: Yes.

THE WITNESS: No. No.

Q. Now, would you continue?

403 What was said at this meeting with Mr. Farrell? A. Sister –

MR. FLYNN: Can I have the question repeated?

MR. FRIEDMAN: What was said at the meeting with Mr. Farrell?

JUDGE VON ROHR: What also was said.

You already testified to some of it.

THE WITNESS: To what benefits, what benefits could an outside organization bring us we don't already have.

Q. She asked that? A. And that – yes.

I couldn't tell you the exact words.

Q. Okay.

Do you recalll –

This is when he mentioned money, and these other things? A. He mentioned job security, he mentioned benefits.

Q. Let' pick up on job security. He said job security. What did Sister Denis then say? A. She said we had job security. As long as schools are open, we have job security.

Q. Do you recall whether the word tenure came up in the course of the conversation? A. I believe it did.

404 Q. Do you recall what context? A. No. Offhand I don't.

Q. Do you recall whether anything else was said about job security?

JUDGE VON ROHR: Well, Counsel, we've been going into this now, this is cross examination, so if you have something in which you wish to lead the witness into, you may.

I think you're going rather slowly at this point.

Q. In fact, isn't it true you do not recall whether anything else was said about job security? A. I don't recall now, no.

Q. Do you recall everything that was said at that meeting? A. Off the cuff, no.

If I was asked about it, if something was mentioned, or someone would mention something to me that would ring a bell, then I could remember.

I didn't think to take notes.

Q. Do you recall whether Sister Denis also said that the only thing an outside organization might be able to do that the Catholic schools have not already done, is to try to get more money for teachers, but she pointed out that the Diocese and the parish were doing all it could within their means?

405 A. I believe so.

MR. FLYNN: Can I get that question repeated, please?

(Whereupon, the referred to question was read by the reporter.)

Q. (By Mr. Friedman) Do you recall specifically whether Sister Denis said anything about the closing of St. Leo's School, at this meeting?

MR. FLYNN: Is this the meeting with Farrell?

MR. FRIEDMAN: Yes.

A. I believe Sister said that we were working on a tight budget, and –

Q. Did she say anything about if the outside organization made demands that the school couldn't meet, something would happen? A. The possibility would arise –

Offhand, I can't tell you if Sister said this, but I think I would have, I would have thought it, the reasonable assumption would be if –

JUDGE VON ROHR: Just what was said.

No assumption.

Proceed.

Q. In fact, she may have said something about it, but you don't recall what, specifically? A. Only if St. Leo's or any parish, if any parish

406 couldn't afford to give more money, then they would have to close.

I don't believe she mentioned that if an outside organization wanted more, or demanded more.

Q. How long did the meeting with Mr. Farrell last? A. 20 minutes, maybe.

Q. In your statement, did you say about 25 minutes?

JUDGE VON ROHR: Well, that's –

Q. Would that be a fair representation of approximately how long –

A. That would be fair.

Q. With regard to the faculty meeting the next day, approximately, how long did the portion of it dedicated, devoted to the outside organization, how long did that portion of the meeting last? A. I'm not sure anymore.

It was at the end of the regular faculty meeting, and Sister –

JUDGE VON ROHR: Do you know approximately how long she talked on the subject?

Approximately, to the best of your recollection.

THE WITNESS: Approximately, about 10 minutes. Maybe 5, 10 minutes.

JUDGE VON ROHR: All right.

407 Q. You said she basically reiterated what she had said the day before, is that correct? A. Yes.

Q. Miss Dietsche, one last point.

Do you happen to – you also have a title in the school, don't you?

A. Yes, sir.

Q. What is that title? A. The title is assistant principal.

* * * * *

408 DENNIS FARRELL

called as a witness, having been previously sworn and testified as follows:

* * * * *

415 CROSS EXAMINATION

Q. (By Mr. Flynn) Mr. Farrell, did there come a time when Miss Soldt asked you about getting her Union authorization form back? A. Yes.

Q. Can you tell us when she spoke to you about this? A. It was sometime, I think, in late December.

Q. What did she say to you? A. She – all she had mentioned to me was she had written to the Union headquarters concerning that.

Q. Okay. A. That's what she said to me.

Q. Did she ask you if you knew anything about this request to get her card back? A. I told her that I didn't know –

JUDGE VON ROHR: The question is did she –

THE WITNESS: No.

Q. She did not ask you –

Did she ask you to look into it for it? A. No.

Q. What did she say to you about it? A. She said to me that she had written a letter to the Union, asking to have her card sent back.

Q. Was she telling you this just as a point of information? A. We
416 were discussing, I think, the Union at that point.

We were discussing what was happened.

Q. Didn't she ask you to look into the matter, why she hadn't heard from the Union about it? A. No, she did not.

Q. You did not check with the Union to seek what if anything happened to her letter? A. My answer to her was I didn't know what would happen in that situation.

Q. So, you did say something more to her, is that right? A. Just that.

Q. Just that? A. Right.

Q. Did you in fact check with Mr. Gordon about it? A. I think I did ask him about it, yes.

Q. Okay. A. I asked him if the letter had been sent to him.

Q. What did Mr. Gordon say? A. I think he had told me that he had received a letter from her.

Q. What did he say about the letter? A. Nothing.

417 Q. Did he indicate that he wasn't sure whether or not legally he had to return the cards? A. I think he said that it was very clear on the card what they were signing, you know, but as to whether or not he had to legally return it, nothing was said to me at all about that.

Q. But he did say that the card was clear, and in what context did he talk about the clearness of the card to you? A. Concerning –

MR. FRIEDMAN: Your Honor, this is going beyond the scope of the direct examination.

JUDGE VON ROHR: Overruled.

Proceed.

Q. (By Mr. Flynn) What was – in what context did he say that this text is very clear? A. Only –

Q. What was he addressing himself to? A. I had asked him if he had received the letter from Miss Soldt.

Q. He had said he had received the letter? A. He said yes.

I said that I had – my question to him was, I didn't know what happened in that circumstances, when someone did something, you know, wrote that.

418 Q. In other words, you weren't sure whether or not there was a requirement for the Union to give it back? A. Right.

Q. What did he say? A. He said that what was written on that piece of paper, you know, was very, very clear about joining the Union.

That was the extent of it.

Q. Did he say the people can't, once they join the Union, they can't unjoin a Union? A. I don't remember him saying that, no.

Q. Did you convey this information back to Miss Soldt? A. No.

Q. You didn't say anything? A. No.

Because I had nothing concrete to bring back to her.

Q. You just left it hanging, is that right? A. Right.

Q. Now, you said that when Mrs. Soldt brought this to your attention, that she just mentioned it as a point of information, that she had written the Union to get her card back, is that right?

So that when you went to Mr. Gordon, you were acting on your own?

419 A. Yes.

Q. Not at her request? A. Not on her request.

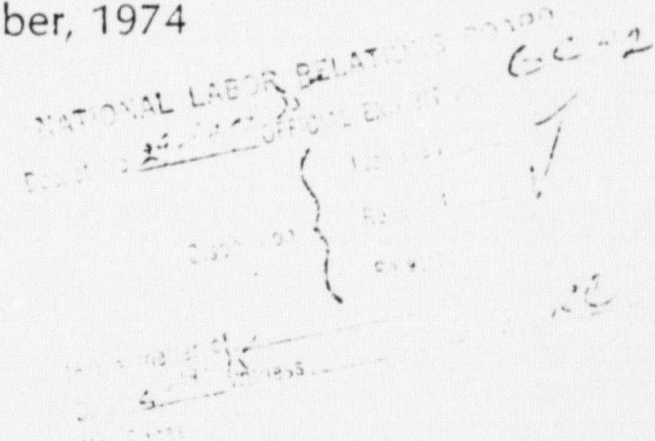
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GENERAL COUNSEL'S EXHIBIT NO. 2

PERSONNEL HANDBOOK
Elementary Schools

CATHOLIC SCHOOLS • DIOCESE OF BROOKLYN

September, 1974



PERSONNEL HANDBOOK
Elementary Schools

Rev. Joseph P. Bynon
Superintendent of Schools

Rev. Vincent D. Breen
Associate Superintendent
Elementary School Department

First Edition, September 1, 1967
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Third Edition, September 1, 1974

Catholic Schools Office · Diocese of Brooklyn
335 Adams Street Brooklyn, N. Y. 11201

Role of the Catholic Schools Office

The Catholic Schools Office serves through:

Administration — Elementary School Office

Curriculum — Instructional Development Department

Personnel — Teacher Personnel Office

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INTRODUCTION

The Diocese of Brooklyn is aware and appreciative of the loyalty, dedication, and service of the Religious and lay teachers who staff the Catholic elementary schools in Brooklyn and Queens. This *Personnel Handbook* aims to reflect that awareness and appreciation by establishing uniform personnel practices in order that teachers may enjoy equal and just benefits, and also that we can maintain and strive for a uniform standard of excellence in the varied programs of the Catholic elementary schools in this diocese.

The *Pastors' Advisory Committee* mandated this handbook to state clearly the benefits and working conditions for all teachers and to assist in providing for a smooth and satisfactory functioning of what is one of the largest group of schools with a common purpose in the United States.

Policies, procedures and services are enumerated for your personal information and assistance. However, since this handbook is not all-inclusive, all local school procedures not in conflict with its provisions may be followed.

In *To Teach As Jesus Did* (Nov. 1972, National Conference of Catholic Bishops) we read:

> "We are aware of the problems which now face the Catholic School System in the United States . . . For our part, as bishops, we reaffirm our conviction that Catholic schools which realize the threefold purpose of Christian education—to teach doctrine, to build community, and to serve—are the most effective means available to the Church for the education of children and young people who thus may grow into manhood according to the mature measure of Christ. We call upon all members of the Catholic community to do everything in their power to maintain and strengthen Catholic schools which embrace the threefold purpose of Christian education." (Par. 118)

This *Personnel Handbook* is published with the positive conviction that the Diocese of Brooklyn supports the Catholic schools and wants

Catholic schools. It is also with the belief that as each teacher grows and improves, so too, does the whole educational community of this diocese.

The times present both challenges and uncertainty. These are of mutual concern. We are counting upon you to help meet these challenges and to grasp the opportunity to prepare our youth for the future.

Brother Medard Shea, CFX
Assistant Superintendent for Teacher Personnel

PREFACE

GUIDING PRINCIPLES FOR TEACHERS IN THE CATHOLIC SCHOOLS

The teacher is aware of and is committed to:

His/her personal involvement in:

the ministry of the Catholic school

the philosophy of Catholic education to which the school subscribes

Gospel values and the Christian tradition

His/her responsibility for:

the on-going building and living of a Faith Community — not simply as a concept to be taught but as a reality to be lived

influencing the spiritual development of pupils

contributing to the student's sense of self-worth as a Christian person

encouraging students to make Christian value judgments

fostering an apostolic consciousness in students

N.B. For further development of the implications and meaning of these statements, teachers are urged to read carefully the 1972 Bishops' Pastoral, *To Teach As Jesus Did*.

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Section I

HIRING PROCEDURES

1. Teacher Applicants

Good teachers are the single most important factor in the conduct of a good school. Qualified persons of good religious moral character, aiming at a teaching career, are encouraged to apply for teaching positions in the Catholic elementary schools in the Brooklyn Diocese. The guiding principles for teachers in the Catholic schools are listed in the Preface of this handbook and on the Teacher Application form.

2. Application Form

Application forms for teaching positions in elementary schools are obtained from the Office of the Director of Personnel at the Catholic Schools Office. The completed form is to be submitted to the Catholic Schools Office with:

a. Documentary proof of a four-year college degree (official transcripts)

b. Records of evaluation of performance from previous teaching positions or equivalent references

c. Completed Pastor's Approval Form

d. Payment of the Application Fee

3. Basic Qualifications

The basic qualification for hiring and referral is that the candidate possess a Bachelor's Degree with an appropriate background in education courses, granted by an institution registered by the New York State Board of Regents (or accredited by the regional accrediting agency). See Appendix B. Part III.

a. Certain commercial courses such as business, secretarial, and similar credits may not be acceptable. See Appendix B, Part III. 1.

b. Since a four-year college (Bachelor's) degree has been a basic qualification for employment since September 1967, all non-

degreed teachers hired as of that date and after are hired "conditionally," that is, that they pursue a regular program toward a degree.

c. Non-degreed applicants employed as teachers before September 1967 are eligible for "Accredited Status" for salary purposes only and retain full rights to a position in the elementary school in which they are employed.

d. Since it is specific policy that no applicant lacking a four-year college degree will be referred to a teaching position, no applications are accepted from anyone lacking a college degree.

4. Interview and Hiring

All qualified teacher applicants are interviewed by the Personnel Department, Catholic Schools Office. Approved applicants are then referred to individual schools by the Catholic Schools Office. Notice of this referral is sent to the applicant and Principal of the school. The applicant arranges an interview with the Principal.

A further interview with the Pastor of the parish may be required.

Ordinarily, the applicant will be notified by the Principal within five days whether or not a position will be offered. A teacher contract, signed by the Pastor who is the legal employer, and witnessed by the Principal, is given to the applicant who obtains a teaching position.

5. Home Parish

Experience and research have clearly shown that many qualified teachers find teaching in their home parish to be difficult. Coupled with the above are the difficulties arising for Pastors and Principals in dealing with a parishioner-teacher whose services are not fully satisfactory. For these reasons, referrals of applicants to home parishes are discouraged by the Personnel Office.

Section ii

BENEFITS AND PRIVILEGES

The Catholic Elementary Schools of the Brooklyn Diocese provide a full range of benefits and privileges to regular teachers consistent with their responsibility to employees and the community. Booklets explaining the benefits listed below are available to all teachers through their individual school.

A. Fringe Benefits

1. *Group Health Insurance* is medical and health coverage by Blue Cross, Blue Shield, Major Medical, and Dental Insurance covering the teacher and all eligible dependents. The entire cost is paid by the employer.
2. *Group Life Insurance* is Life Insurance providing "Individual" coverage of $6,000 for each teacher, as well as minimum "Family" coverage for each eligible dependent. The entire cost is paid by the employer.

   N.B. A teacher may feel that he or she has already sufficient medical and health coverage elsewhere. A teacher then may decline *1. and 2. benefits as a whole*, but only in writing to the principal of the school.
3. *New York State Disability* applies to off-the-job illness or injury. Benefits are payable for up to 26 weeks. Employees contribute to this benefit.
4. *Diocesan Pension Plan* is provided for all teachers and the entire cost is paid by the employer. Booklets are available to teachers.

   N.B. Special Content Teachers who work 20 hours or more (4 or 5 days per week) are to receive the benefits listed above. Payment for these benefits is made by the school to which they first report each week. This school then pro-rates its costs with the remaining school or schools.

B. Sick Leave

All regular teachers are entitled to one day of sick leave for each

month of teaching service, or ten days per year. Credit for sick days is cumulative up to 50 days in one school. If employment is obtained in another school of the Brooklyn Diocese via the transfer [illegible] quested by the transferee, based on the sick leave bank in the previous parish school of the Diocese of Brooklyn.

1. Teachers who have taught in the elementary schools in the Brooklyn Diocese are given credit for 5 days' sick leave for each year taught prior to 1967.
2. Teachers who have accumulated more than 50 days as of June 1974 are to retain full credit for this total.
3. Special Content Teachers, as defined in Appendix G, are granted sick days in proportion to the number of days per week the special teacher is employed in the school. For each day a week employed, the teacher is entitled to two sick days a year. These days are cumulative but may not exceed 10 days overall for each day a week the teacher is employed in an individual school.

C. Personal Leave

A teacher is granted leave for personal business only where the personal business cannot be conducted at other than school hours or where an emergency exists. Requests for such leave should be submitted in advance whenever possible. Such leave may be granted by the Principal with or without pay. If granted with pay, such leave is deducted from sick leave total.

D. Bereavement Leave

A teacher shall be granted up to three consecutive days of paid leave to attend the funeral of a member of the immediate family, i.e., spouse, parent, child, brother, or sister.

E. Maternity Leave

Teachers shall be granted a maternity leave of absence without pay. Such leave of absence shall begin at a time mutually agreeable to the employee and Principal and the primary considerations for determining the beginning date of such leave shall be the health of

the teacher and the needs of the school. Teachers who intend to apply for maternity leave of absence are requested to advise the Principal as soon as possible in order to permit the securing of a replacement. Under normal circumstances a teacher granted maternity leave will be expected to return to work at the beginning of the next academic year unless the birth occurred in the last four months of the prior year. Teachers granted maternity leave prior to the end of the school year shall receive summer pay (July and August) in accordance with Section III A.2.

F. Leave of Absence

One school year without pay may be taken as a leave of absence by a teacher with the approval of the Principal. While priority consideration will be given by the Principal, no position can be guaranteed for the following year. All regular benefits and privileges cease during the period of leave. The Catholic Schools Office should be notified of such leave by means of the regular Termination Notice.

G. Jury Duty, etc.

Teachers who are called upon for jury duty, National Guard Duty, or Reserve Training will reimburse the school for the amount of salary received for such duty on those days, i.e., the teacher will receive his regular salary only. Ordinarily this is done by endorsing the check or payment voucher to the school. The teacher must inform the Principal of the call to such service within 24 hours of the receipt of the official notification. Upon completion of any of the above duties, the teacher is to submit to the Principal a certificate officially signed, showing the time of the duty actually assigned.

H. Retirement

The prescribed retirement age for teachers is 65 years. Pension payments to those eligible begin in January of the year following retirement. Since the teacher contract ends on August 31, the following procedure applies to retiring teachers during this hiatus: that for the four month period, September to December, when the retiree receives no income, the parish (where formerly employed)

will pay the retiree the same amount as the monthly pension to be received as of the January following.

1. Under very limited circumstances teachers of retirement age may be granted by the Principal, after consultation with the Pastor, to continue on an annual basis (written waiver from the Pastor) up to but not beyond 70 years. Notice of this annual waiver should be sent to the Catholic Schools Office.

I. Benefit Procedures for Terminating Teachers

If teaching services are terminated for any reason, a teacher may choose one of three alternatives concerning:

Blue Cross/Blue Shield:

1. He/she may transfer to another unit in the Diocesan Plan or transfer to another employer. This is to be discussed immediately with the new employer.

or

2. He/she may obtain an individual contract from Blue Cross within 30 days of departure to insure continual coverage. For an individual contract, the teacher is responsible for payment and will be billed at home.

or

3. Coverage may be cancelled by writing to effect cancellation, or by default after non-action for 30 days.

Major Medical, Group Life and Dental Insurance:

1. The teacher may transfer to another unit in the Diocesan Plan.

or

2. Conversion privilege — The teacher may continue to carry the life insurance at his/her own expense. The insurance company must be notified within 30 days of the last day of employment if this course is to be followed. Major Medical may be converted but only under special circumstances.

or

3. Coverage may be cancelled in writing or by default.

N.B. If a teacher's departure is due to a disability the insurance company is to be contacted immediately.

Section III

SALARY

A. General

1. Salaries are paid in equal monthly installments for 12 months, September to August. Alternative arrangement may be made by agreement between the teacher and Pastor.

2. a. A teacher is entitled to 1/10 of the two months' summer pay (July and August) for each *full* month of employment between September and June. A full month is the interval between the same day of two successive months whether or not holidays, Christmas, or Easter vacations intervene.

   b. Since the annual salary is pro-rated over 12 months for 10 months service (September to June) 1/10 of the two months summer pay (July and August) is earned for each *full* month of service between September and June. Thus, so-called summer pay is earned salary, and is due on a pro-rated basis to any teacher who terminates during the school year for any reason.

3. Substitute teachers are entitled to pay when holidays fall within the period of service. If the period of employment extends one full month or more, the substitute is considered a temporary teacher.

4. Temporary teachers (one month or more) are paid according to the same salary scale as regular teachers. (Pro-rate on monthly basis by ten months to eliminate any carryover of summer pay.)

5. Teachers of special content subjects are paid for all holidays, examination days and vacation days, including summer months (July and August) by each school in accordance with the average monthly salary earned during the school year.

6. A special salary situation exists where a teacher's salary is to be calculated on a one-day basis for a day or so with pay or a day or so without pay. The formula used is 1/180 of annual salary

applied to limited situations. Otherwise, salary is pro-rated by the week or month.

B. Salary Credit for Experience

1. Salary levels based on experience are determined by reference to Appendix B. In general however, recognition for salary purposes is given to teachers with experience in public, private or parochial school systems within the United States or Canada. The Teacher Personnel Office makes the primary evaluation of past teaching experience. This is presented on the Teacher Referral Form sent to the Principal. Official proof of past teaching experience and performance evaluation are required from applicants.

2. No distinction is made between experience rendered as a lay teacher and previous experience rendered as a religious teacher in determining experience for salary credit for lay teachers. (Effective February 1, 1970)

C. Salary Credit for Academic Courses

1. a. Salary levels based on academic credit may be determined by reference to Appendix B. Documentary proof, such as an official transcript, must be presented to the Principal and Personnel Office. Academic or education courses taken at an institution registered by the New York State Board of Regents or regional accrediting agencies are considered for salary increments.

   b. At the beginning of each semester, the Principal should be informed of the commencement and completion of courses taken by the teacher. Successful completion of college courses being taken for salary credit is not presumed. However, a notation is made on the contract that conditioned upon successful completion of the course(s) before September 1, a change will be made in the salary line if successful completion places the teacher on a different salary level. Transcripts are required.

c. Changes in salary line are approved by the Principal and Pastor at the beginning of each school year. If a Bachelor's or Master's Degree is awarded from an accredited college by January 31, the teacher is entitled to be paid on the basis of the appropriate level beginning February 1. Otherwise, changes in salary status are processed as of September 1 each year.

d. For salary purposes, completion of the Diocesan Normal School is recognized as the equivalent of earning 15 undergraduate credits. A New York State Normal School Certificate is recognized as the equivalent of a Bachelor's Degree.

2. The Teacher Personnel Office evaluates previous experience and academic courses for salary credit. Once employed, the Principal makes all salary adjustments. The teacher has the right to appeal the Principal's salary evaluation. Written request for review of salary evaluation should be made to the Director of Personnel in the Diocesan Schools Office whose decision shall be final for both the teacher and Principal.

Section IV

PERFORMANCE EVALUATION

1. Teachers shall be evaluated at least once each semester by the Principal. The Diocesan Teacher Evaluation Form shall be used and shall be shown to and discussed with the teacher. The teacher has the right to comment in writing on the evaluation within 10 days. Such comments should be addressed to the Principal and shall become part of the teacher's file, which file the teacher shall have access to at any reasonable time.
2. Teachers are required to sign the evaluation form, indicating only that the form has been seen by them and discussed with the Principal. The teacher's signature in no way indicates assent or disagreement with contents of Evaluation Form.
3. Teachers who accept employment in the elementary schools in the

diocese agree to observe and enforce the rules and regulations prescribed by the Pastor and the Principal and the educational directives of the Catholic Schools Office and to perform professionally in a manner satisfactory to the employer and to the best ability of the teacher.

4. The teacher further agrees to teach and act according to the laws and precepts of the Catholic Church and the governments of New York and the United States.

Section V

TRANSFERS

Teachers may request a transfer to another school, assuming a justifiable reason exists and a position is available. Transfers are effective only at the beginning of the school year. The procedure is as follows:

1. The Principal must be advised by March 31 of the intention to request a transfer.
2. Application is made to the Director of Personnel for referral to a new school. A satisfactory evaluation from the current Principal is required for referral purposes.
3. Preferential referrals are made, but the responsibility for hiring rests with the Principal and Pastor of the new school.
4. The terms of the contract with the first school must still be fulfilled.
5. Any teacher currently teaching, but without minimum requirements (B.A. degree) must attain these before being considered for transfer.
6. Teachers under contract may not approach other schools, directly or indirectly, to discuss future employment until they have filed notice of intention to request a transfer (cf. 1. above). Similarly, other schools are prohibited from approaching teachers under contract who have not yet filed notice of intention to request a transfer.

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Section VI

CONTRACT

1. Every full-time teacher, retained for the subsequent school year, is entitled to a contract of employment signed by the Pastor (Principal) and teacher by June 30 of the current year. (See Appendix C for sample contract.)
2. The following conditions must be met for a regular contract to be granted or renewed:
   a. Possession of a Bachelor's Degree
   b. Possession of "Accredited Teacher" status as defined in Appendix B
   c. Teacher evaluation reports warranting continuance
   d. Professional growth through college courses or in-service courses. (See Section VII)
3. Consistent with the responsibilities of teachers, teaching services include the following:
   a. Competent teaching and professional class management
   b. Supervision whenever called for in any school area or within realm of regular teaching duties
   c. Required assistance in elementary school of Religion (CCD) or regular assignment or equivalent to the end of regular school day
   d. Willingness to assist in extra-curricular activities at least once a week
   e. Participation in Home School Association
   f. Accurate keeping of all records and reports pertinent to the students
4. State Law requires that all teachers take a Loyalty Oath. This is required only once during the entire period of employment.

be granted Job Stability. (See Appendix B, Part 1, B, 3, b.)

2. In the event it becomes necessary at any time to reduce the number of teachers at any school, for whatever reason, no teacher on Job Stability shall be released as long as any teacher without Job Stability within the same area of professional competence is employed.
3. In the event it becomes necessary to release teachers with Job Stability, length of service shall be just one of the factors in making the determination as to which teachers shall be released.

Section IX

RENEWAL, TERMINATION OR SUSPENSION OF EMPLOYMENT

1. Teachers shall be informed in writing by the principal on or before March 31 of renewal or non-renewal of their contract for the following school year. Any teacher who does not receive notice by this date, shall have the right within five days to demand such notice from the principal.
2. A newly-employed teacher may be terminated during the school year at the discretion of the principal within the first sixty days of employment.
3. The decision not to renew the contract of a teacher who does not have Job Stability is final and shall not be subject to the appeal provisions of Section X.
4. A teacher who does not plan to return to his/her teaching position the following year shall so notify the Principal in writing not later than March 31 of the current school year.
5. Notwith-standing the existence of, or renewal of, an employment contract, a teacher may be terminated at any time for just cause and all employment contracts are subject to this condition. In such case, the teacher shall be notified in writing of the reason for such action and shall have the right to discuss the matter immediately with the Pastor and/or Principal. If not appealed in accordance with Section X, the termination shall be final and conclusive.

6. Notwithstanding any other clauses in this Handbook, a teacher may be suspended immediately when the Pastor and Principal determine it in the best interests of the school. The teacher shall receive written notice of suspension. If not appealed within ten days of receipt of notice of suspension, termination shall become immediate, final and conclusive.
7. Causes for termination or suspension of employment shall include but shall not be limited to the following:
   a. Violation of the fundamental tenets of Catholic morality and doctrine
   b. Violation of accepted academic or professional standards of conduct (i.e., insubordination, unbecoming conduct)
   c. Failure to perform duties in a satisfactory manner (i.e., incompetence, neglect of duty)
   d. Physical or mental disability
   e. Material omission or falsification on the application for employment
   f. Failure to fulfill all requirements of Section VI, 3.
8. Non-renewal of contract or termination for cause preclude referrals to other schools in the Brooklyn Diocese. The decision to approve and/or refer a teacher applicant is specifically reserved to the Director of Personnel and is not subject to appeal.

Section X

APPEALS

1. Any teacher having a contract shall have the right to appeal termination or suspension to a five-member Appeal Board. Non-renewal of contract in the first three years of employment is not subject to this appeal procedure. However, this does not preclude the possibility of review by the Director of Personnel. Invocation of the appeals procedures shall not operate to delay implementation of the decision being appealed.

2. The Appeal Board shall be composed of:
   a. the Pastor (or his priest representative)
   b. the Principal
   c. an officer of the Home-School Association
   d. two teachers chosen by the lay faculty at the beginning of the school year.
3. The appeals procedure is as follows:
   a. Within ten days after receipt of notice of termination or suspension the teacher must request a hearing. Notice is to be sent by registered mail to the Principal who will advise the Appeal Board of the matter. Failure to file the notice as required herein, waives the right to utilize the appeal procedures.
   b. Hearings shall be held within 20 days after receipt of the request for a hearing.
   c. If the teacher presenting the appeal is one of the members of the Board, the teachers shall select a substitute member.
   d. The decision of the Appeal Board shall be final and binding on all parties.

Section XI

RELIGIOUS TEACHERS

Religious teachers (Sisters and Brothers) have all of the rights and privileges, as well as responsibilities, outlined in this Handbook for all teachers with the following exceptions:

1. A Religious teacher, assigned to an elementary school through the regular procedures of his/her congregation, or by an individual Religious agreement and regular Personnel procedures, accepts the school assignment for the entire school year.
2. This school assignment applies to the person only as a Religious teacher, and is in force as long as the individual remains a Religious.

3. The assignment is relinquished if the person leaves the Religious life and this person may not be referred to the same school for a teaching position until a full school year has passed.
4. Religious teachers are paid the Religious stipend of the diocese. The Lay Faculty Salary Schedule does not apply to them.
5. The benefits and privileges outlined in Section II apply most specifically to lay teachers, and also apply to Religious teachers where pertinent. The Fringe Benefits under A are ordinarily supplied through the Religious congregation with reimbursement from the employer.

Section XII

HANDBOOK INTERPRETATION

The teachers elected to the Appeal Board shall take up all questions of interpretation of this Handbook with the Principal. If an understanding cannot be reached, then the matter shall be submitted to the Director of Personnel, whose interpretation shall be considered final.

CATHOLIC SCHOOLS • DIOCESE OF BROOKLYN

APPENDIX A

LAY FACULTY SALARY SCHEDULE
as approved by the

PASTORS' ADVISORY COMMITTEE
for the
CATHOLIC ELEMENTARY SCHOOLS-DIOCESE OF BROOKLYN
EFFECTIVE SEPTEMBER 1, 1975

Steps	less than 90 Credits	90 Credits	B.A.	B.A. + 30	M.A.
1	----	----	$7400	$7700	$7900
2	----	----	7600	7900	8100
3	----	----	7800	8100	8300
4	----	----	8000	8300	8500
5	----	----	8200	8500	8700
6	----	----	8400	8700	8900
7	$6599.	$6870	8600	8900	9100
8	6510	6990	8800	9100	9300
9	6630	7110	9000	9300	9500
10	6750	7230	9200	9500	9700
11	----	----	9400	9700	9900

SALARY FOR SUBSTITUTE TEACHERS

1. With a B.A. degree or more..... $30.00 per diem
2. With less than a B.A. degree..... $25.00 per diem

SALARY FOR SPECIAL CONTENT TEACHERS (art, music, phys.ed.)

1. With a B.A. degree or more..... $35.00 per diem
2. With less than a B.A. degree..... $30.00 per diem

- - - -

Appendix A

LAY FACULTY SALARY SCHEDULE

as approved by the

Pastors' Advisory Committee

for the

Catholic Eelementary Schools — Diocese of Brooklyn

Effective September 1, 1974

Steps	*Less than 90 Credits*	*90 Credits*	*B.A.*	*B.A. Plus 30*	*M.A.*
1	——	——	$7250	$7550	$7750
2	——	——	7450	7750	7950
3	——	——	7650	7950	8150
4	——	——	7850	8150	8350
5	——	——	8050	8350	8550
6	$6170	$6650	8250	8550	8750
7	6290	6770	8450	8750	8950
8	6410	6890	8650	8950	9150
9	6530	7010	8850	9150	9350
10	6650	7130	9050	9350	9550

Notes:

1. This salary schedule must be read in connection with the provisions and definitions that follow for an accurate interpretation.
2. The dates of September 1967 and September 1969 are very pertinent in interpreting certain aspects of the salary scale in order to preserve certain elements introduced at these dates.
3. To find correct salary, determine step of teacher, then follow across the chart to proper degree column. For ex-

ample, a beginning teacher (1st year of teaching) would be on the first salary step. A second year teacher (one year of teaching completed) would be on the second salary step.

To find correct salary on the half-step, see Appendix B, Part IV.

4. The 10th step is the top level salary to be obtained in that salary column. There are no further increments, and growth comes only when the base salary is increased.

SALARY FOR SUBSTITUTE TEACHERS

1. With a B.A. degree or more	$27.50 per diem
2. With less than a B.A. degree	$22.00 per diem

SALARY FOR SPECIAL CONTENT TEACHERS (art, music, phys. ed.)

1. With a B.A. degree or more	$33.00 per diem
2. With less than a B.A. degree	$27.50 per diem

Appendix B

Part I

Credit for teaching experience within the elementary schools in the Diocese of Brooklyn

A. *Degreed Teachers* (Four-year college degree/B.A. or higher)

1. One step on the salary scale is granted for every year of full-time teaching experience as a qualified (degreed) teacher in the elementary schools in the Diocese of Brooklyn after September 1967.
2. One step on the salary scale is granted for every two years of full-time experience as a degreed teacher prior to September 1967.

B. *Non-degreed Teachers* (less than four years of college/less than B.A.)

1. Non-degreed teachers are granted one step on the salary scale for each year of full-time teaching experience in the *90 credit* or *less than 90 credit* columns.

2. When a non-degreed teacher earns a college degree (B.A. level), past experience as a non-degreed teacher is granted as one step, *B.A. Scale*, for every *two years* of past full-time teaching experience. i.e., A teacher obtains B.A. after six years, full-time teaching without a degree. Salary credit on the *B.A. Scale* would be three steps. The teacher would be paid at *4th step, B.A.*

3. All currently employed non-degreed teachers fall into two categories:

    a. those hired before September 1967 and moving toward "*Accredited Status*" *for Salary Purposes Only*, or

    b. those hired "Conditionally" (that they obtain a degree) and lacking Job Stability until a B.A. is obtained.

C. "*Accredited Teacher*" *Status* (for salary purposes only)

1. When a non-degreed teacher, hired prior to the 1967-1968 school year, completes ten years of full-time teaching experience in the elementary schools in the Diocese of Brooklyn, the teacher becomes an "Accredited Teacher" for salary purposes only. Eligibility for such status ends as of the September 1976 school year and no teachers can be moved to this status after that date. By September 1976, the purpose of "Accredited Status" will be achieved: to improve the salary position of those teachers who unselfishly gave their services in past decades to the elementary schools.

2. "Accredited Status" as outlined above, became effective for all non-degreed teachers who had ten or more years of full-time employment as a teacher in the elementary schools in the diocese by September 1, 1969, the effective date of "Accredited Teacher" status.

3. An eligible non-degreed teacher (ten complete years of full-time teaching in the elementary schools in the diocese) is granted five steps on the *B.A. Scale* and is thus moved to the *6th step, B.A. level* for salary purposes as an "Accredited Teacher."
4. Increments for "Accredited Status" teachers continue annually on the B.A. scale until the top step is reached.
5. "Outside experience" will not be considered in the granting of "Accredited Teacher" status.

Part II

Credit for teaching experience "outside" the elementary schools in the Diocese of Brooklyn

Full-time teaching experience outside of the elementary schools in the Brooklyn Diocese is considered "outside experience." Salary credit for such "outside experience" is as follows:

1. Teacher applicants with "outside" full-time teaching experience receive one step credit for salary purposes for every two years of actual full-time teaching experience.
2. After September 1969, a maximum of five step credit is granted for "outside" teaching experience.
3. The Personnel Office has discretionary right as to the granting of salary step credit for teaching experience outside of the U.S. and Canada when such credit is formally requested by the applicant.
4. "Outside Experience," as used above, is related to credit for salary purposes only.

Part III

Increases for Academic Credits

Definitions based on the Lay Faculty Salary Schedule:

1. *Credits:* Unless otherwise indicated, credits shall mean those issued by an institution(s) registered by the New York State

Board of Regents or accredited by a regional accrediting agency, provided such credits are applicable toward a degree issued by such an institution of higher learning; are for the purpose of forming a teacher's professional qualifications; and are genuinely and reasonably related to the subject matter for which the teacher is employed to teach. Credits also mean In-Service credits approved by certificate as part of the Professional Development Program of the Catholic Schools Office.

2. *Less than 90 credits:* Total credits earned numbering less than 90. (non-degreed teacher)
3. *90 Credits:* Total credits earned by a teacher numbering 90 credits or more. (non-degreed teacher)
4. *B.A.:* A Bachelor's Degree includes the Bachelor of Science or Bachelor of Arts, and other such pertinent baccalaureate degrees conferred by recognized institutions of higher learning registered by the New York State Board of Regents or accredited by a regional accrediting agency.
5. *B.A. plus 30:* Salary scale to all teachers who earn 30 or more credits after obtaining their B.A. degree.

   Note:

   Approval for graduate credits in education for academic subjects is automatic. Undergraduate credits or graduate credits for subjects other than education or academic subjects must be specially approved by the Pastor and the Principal. No salary increment will be granted for them without specific and prior approval. The basis for credit is increased teacher competence.

6. *M.A.:* A Master's Degree includes the Master of Science or Arts and other such pertinent Master Degrees conferred by recognized institutions of higher education registered by the New York State Board of Regents or accredited by a regional accrediting agency.

   Note:

   Teachers who have earned credits for higher education

or who have been awarded Baccalaureate or Masters Degrees from institutions other than those described above may submit official statements of equivalent achievement issued by the University of the State of New York or other recognized certifying agencies and be paid according to the scale called for by the equivalency rating. To be considered for salary purposes, such a statement of equivalent achievement must be submitted simultaneously with a teacher's application for employment before the teacher's application will be activated and approved.

Part IV

Uneven Experience

(Half Step)

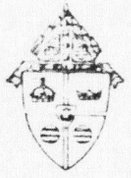
Teachers who have an uneven number of years of "Outside Experience" for salary purposes or have gained an uneven number of years experience prior to earning a four-year college degree (B.A.) shall be paid an additional amount of one-half the normal increment (or half a step) for the uneven step total.

Example:

Thus, for Step 4½ B.A., the teacher is paid the salary for Step 4, B.A., plus one-half the normal increment to make the total salary. (Currently, Step 4, B.A. is $7,850, plus $100, one-half the increment, for a total of $7,950 salary.)

Note:

As of September 1975, the half-step will be eliminated and only full year experience or step credit will be granted to new hirees. This will not apply to those teachers hired for school years prior to September 1975.

Catholic Schools  Diocese of Brooklyn

CONTRACT OF EMPLOYMENT

This agreement made in the County of , State of New York, on the day of , 19 , by and between , as Pastor and on behalf of Parish (hereinafter referred to as the employer) and residing at (hereinafter referred to as Teacher).

This contract shall be effective from September 1, 19 to August 31, 19 , during which time, the Employer agrees that the Teacher shall be paid in equal monthly installments according to the Diocesan Salary Schedule for his/her teaching services in School.

The Teacher accepts the aforesaid employment and agrees to observe and enforce the rules prescribed by the Pastor and Principal, and the regulations of the Brooklyn Diocesan Schools Office and to perform professionally in a manner satisfactory to his/her Employer and to the best of his/her ability.

The Teacher further agrees to teach and act according to the laws and precepts of the Catholic Church and the governments of the State of New York and the United States.

If this contract is not to be renewed for the following year, namely September 1, 19 to August 31, 19 , notice of intention to terminate employment must be given by the party desiring such termination not later than March 31, 19

Witnesseth:

Pastor

Principal

Teacher

Date

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Note: Two copies, one for school files; other copy to teacher.

Appendix D



CATHOLIC SCHOOLS • DIOCESE OF BROOKLYN

TEACHER EVALUATION FORM — ELEMENTARY SCHOOLS

Teacher _____ Grade/ Subject _____

School _____ Years on Staff _____

Class Setting (Traditional, Non-graded, or other) _____

GUIDELINES: The ultimate purpose of an evaluation is to improve learning, with the teacher and the administrator together reviewing the quality level of the teacher's performance. It includes both formal and informal observation on the part of the administrator, including a follow-up conference, which is aimed at enhancing professional growth. The Evaluation Scale is simply a guide, BUT IT REQUIRES A WRITTEN EXPLANATION OF ALL *N* RATINGS IN PARTICULAR, as well as commendations and recommendations.

EVALUATIONS

Scale: G = good teacher; does more than required; superior performance
S = satisfactory teacher; normal, expected performance; does required work; meets standards
N = needs improvement; evident weakness(es); performance below standard

	G	S	N
1. Supports school philosophy and objectives	☐	☐	☐
2. Professional growth and qualities	☐	☐	☐
3. Quality of teaching (overall)	☐	☐	☐
a. Classroom management	☐	☐	☐
b. Preparation of class	☐	☐	☐
c. Flexibility in methods	☐	☐	☐
d. Provision for individual differences	☐	☐	☐
e. Openness to innovation	☐	☐	☐
4. Personal rapport with:			
a. Administration	☐	☐	☐
b. Faculty members	☐	☐	☐
c. Parents of students	☐	☐	☐
d. Students	☐	☐	☐
e. Non-teaching personnel	☐	☐	☐
5. Adequate records and reports	☐	☐	☐
6. Punctuality and attendance	☐	☐	☐

Commendations and Recommendations _____

Signature of Administrator _____ Date _____

Signature of Teacher _____ Date _____

NOTES: A. The teacher's signature indicates only that the teacher has read this form and discussed it with the evaluator. It signifies neither agreement nor disagreement with the evaluation. The teacher has the right to respond, if desired, either on the back of this form, or on a separate sheet, which will be attached to this form. Regular carbon may be used to prepare a duplicate on the back of the NCR sheet.

B. [illegible] to be filed in the teacher's personnel folder, as completed. One summary copy is to be forwarded to the Diocesan Office of Education, in School Office each year in March.

Appendix E

OATH OF ALLEGIANCE

BROOKLYN CATHOLIC SCHOOLS
Superintendent's Office

I do solemnly swear (or affirm) that I will support the Constitution of the United States of America and the Constitution of the State of New York, and that I will faithfully discharge, according to the best of my ability, the duties of _____ to which I am now assigned.
(Title of position)

Grade / Subject _____ Signature _____

Address _____

[Religious name _____ Community _____]

School _____

Location _____

Sworn to before me this _____ day of _____, 19 _____

Signature _____
(Pastor, Principal)

Appendix F

CLUSTERS

Elementary schools in the Diocese of Brooklyn are now joined together in clusters for the purpose of planning and decision-making.

As schools within clusters see the possibility of a more efficient use of facilities through a consolidation of the elementary schools within these clusters, the concerns of the teachers in the elementary schools receive prior consideration in all planning of this nature.

The following guidelines will also apply to consolidation of classes within a school.

Overall Guidelines For Teacher Referrals

All teachers will be given priority consideration for teacher openings within the new school alignments of the cluster as follows:

1. All current staff members will be referred to available openings within the consolidation alignment before any new applicants are referred or hired.
2. Teachers will be referred to equivalent openings and grade levels according to their current qualifications and experience.
3. The principals of all schools operating within the cluster in this school year will meet together to discuss teacher qualifications and evaluations with the principal who will function in the new school alignment next year.
4. Thereafter, the principal of each new school alignment will interview and select the teachers to meet the staff needs of the school and will obtain approval for hiring from the cluster administration and the Personnel Office will send regular referral notices to the teachers involved.
5. Should there prove to be a surplus of qualified applicants for any positions, such teachers will then be given priority referrals outside of the cluster by the Personnel Office.
6. Where a teacher within a cluster wishes a regular transfer to a school outside the cluster consolidation, the normal TRANSFERS

procedures on page 10, Section V, of this *Personnel Handbook* apply. When all procedures are followed, this teacher also receives priority referrals.

Specific Guidelines For Teacher Referrals

1. An absolute requirement for consideration is that the teacher would be rehired in his/her present school, if a consolidation were not taking place within the cluster.
2. Presuming approval as in 1., the teacher should express, in writing, his/her wish to be placed within the new school alignment.
3. The next most important consideration for the referral and hiring of all teachers within the consolidation will be the teacher performance ratings (evaluations) which will be related to the following technical groupings for decision-making purposes.
   a. All degreed teachers will be given priority referrals with due consideration for years of service in the Brooklyn elementary schools and conditions of Job Stability.
   b. Teachers on the "Accredited step for salary purposes only" will be given priority referrals, equivalent to degreed teachers.
   c. All non-degreed teachers, hired prior to 1967, will be next in priority referrals.
   d. Non-degreed teachers, hired since 1967, were "conditionally hired." Their evaluations, their efforts toward earning the required degree, and their years of service will be given consideration.
   e. Any of the above teachers not hired because of a surplus within their specific area of competence, may be referred again to another grade level, based on recommendations.
   f. Finally, any teacher not hired due to a surplus condition or lack of an equivalent program will be given priority referrals to other schools outside of the cluster.

Appendix G

SCHOOL STAFF CATEGORIES

A. Not every employee who works within the school situation is covered by the guidelines of this *Personnel Handbook*. For purposes of clarification, the following employees in the instructional area of each school are specifically covered by the provisions of this handbook:

Full-time Teachers

Regular Classroom Teachers — Religious and lay, with the exceptions noted in Article XI on Religious Teachers. Thus, all teachers, approved and referred by the School Office.

Part-time Teachers

1. *Special Content Teachers* — teachers of art, music, physical education
2. *Substitute Teachers* — teachers who have been placed on the regular list sent to all schools each September and on the supplementary list sent in January
3. *Temporary Teachers* — either a substitute teacher whose employ extends beyond one month or a qualified teacher applicant hired for a specific period as a temporary replacement

B. Other school employees, closely related to, or in special categories to the instructional program, not covered by the provisions of the *Personnel Handbook* as a requirement, though the general working conditions are recommended, are as follows:

1. *Special Education Teachers* rendering service to the blind and the handicapped and also to the educable mentally retarded. (See Appendix H).
2. *Learning Consultant* working in conjunction with a master teacher for the benefit of the student.
3. *Title I Teachers* are employees of the Board of Education.

C. All other employees, such as office staff, maintenance staff, teacher assistants, teacher clerks, college helpers, or similar part-time aides to the school program are not covered by the provisions of this handbook.

Appendix II

SPECIAL EDUCATION PROGRAM

The Special Education Program is conducted within the Parish schools under the direction of the Assistant Superintendent of Elementary Administration because of its unique operation. This program renders service to the blind and visually handicapped and also the educable mentally retarded. The former attend their local parish schools and receive instructions from an Itinerant Teacher. The retarded attend special classes in designated locations throughout the diocese.

The hiring of personnel for the special education program will be done through the Office of Special Education of the diocese and all details of application will be consistent with diocesan policy.

In order to establish uniform personnel practices all that is contained in this handbook applies to the professional teaching staff of the Special Education Program.

N.B. Depending upon the nature of a state or federal grant, persons can be hired to work for the time that such a grant exists and under the provisions spelled out in the project description.

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GENERAL COUNSEL'S EXHIBIT NO. 3

BEST COPY AVAILABLE

BISHOP'S OFFICE
75 Greene Avenue
Brooklyn, New York 11238

To: Lay Employees of the Diocese of Brooklyn
The following message was sent to you in the Group Insurance Plan booklet of 1971.

"After much research and evaluation by the Diocesan Employee Relations Committee and upon the recommendation of its members we are more than pleased to present to you this booklet describing the Medical Insurance and Life Insurance benefits available to employees of the Diocese and employees of our Parishes, and their dependents, at no cost to the employee.

The coverage of this plan is in conjunction with the coverage you now enjoy under Blue Cross and Blue Shield. In addition to those medical and surgical benefits, all employees, under this program, have life insurance, dependent life insurance, accidental death and dismemberment insurance and major medical expense insurance. All details of this plan, one of the finest available to employees of any diocese, parish, educational or eleemosynary institution, are described on the following pages.

Your employers - in the diocese or the parish - are most mindful of the current day needs of all in this field and are most concerned about your well-being. We hope that all will enjoy good health but, since in the ordinary course of life sickness and mishaps do occur, it is comforting to know that this insurance protection is available."

We are happy to send you this up-dated booklet with improved benefits that are in keeping with today's increased costs of medical care.

Sincerely yours in Christ,

+ Francis J. Mugavero

Bishop of Brooklyn

GENERAL COUNSEL'S EXHIBIT NO. 8

STATE OF NEW YORK)
) SS
COUNTY OF QUEENS)

I, Sister Mary Denis, being duly sworn, depose and say:

1. I am principal of St. Leo's School located at 104-19 49th Ave., Corona, New York. I am a member of the Order of the Grey Nuns of the Sacred Heart. The Order has a committment to provide teaching sisters for the St. Leo's School. The Order has a personnel placement board which refers teaching sisters as applicants for an opening. I notify the Order as to openings. I interview the teaching sister applicant and decide either to accept or reject her. I interview lay teacher applicants for job openings at St. Leo's. I have final authority together with the Pastor to hire a lay person as a teacher. No approval from the Catholic Schools Office or the Diocese is required for me to hire a lay teacher. The Catholic Schools Office just refers applicants for employment and just lay applicants.

2. St. Leo's School and the land on which it stands is owned by the St. Leo's Parish. The Pastor of St. Leo's Church is Rev. Henry J. Byrne. The Parish owns and operates the school. The St. Leo's school is part of the Parish. The School keeps separate records respecting finance and the budget is made up by the Pastor and me. The Parish subsidizes the school because it could not run on tuition and fees it receives. The school as of October 1974 had 664 students. Tuition is $225 per family and there is a $100 registration fee for families whose children enter school for the first time.

4. The school obtains revenue from tuition and fees less than $1,000,000 per year. About 400 families pay tuition. Annually the school has income of approximately $95,000. The Parish subsidizes the school for this school year and the past school years annually in the sum of between $90 and $95 thousand.

5. The Parish pays teacher salaries. All tuition and fee checks go right to the operation of St. Leo's School. Parish income is less than $1,000,000. There is a separate bank account for the school. The Pastor signs all the checks and pays all the bills.

6. St. Leo's School is the only school operated by the Parish.

7. St. Leo's School follows the terms and conditions of employment set forth in the Personnel Handbook for Elementary Schools virtually as set forth therein. The school, before I was principal, interviewed applicants not referred by the Catholic Schools Office, Mrs. Gatto and someone else no longer employed at the School. There has been no occasion for the Pastor not to follow the terms and conditions of employment in the Handbook. The suggested salary scale published by the Catholic Schools Office is followed without exception. However, all of the guidelines from the Catholic Schools office are regarded by the Parish as to be merely advisory. I handle all evaluations for teachers. However, sometimes I have invited employees of the Catholic Schools Office to evaluate a course and to see if a teacher in the school could be helped. These employees are Department Coordinators for specific subject matter. No employee of the Catholic Schools office ever evaluated a teacher as such as to the teacher's competence. The department coordinators who I invite to come to the school are a resource I tap to improve teaching.

8. I, in conjunction with the Pastor, decide whether to terminate a teacher. I notify the Catholic Schools office that I have terminated a teacher to keep its files up to date.

9. I have an assistant principal. The assistant principal is Kathleen Dietsche. She was voted assistant principal by members of the faculty around January 1974. The assistant principal teaches a class fulltime. She gets no increment in salary. She never performs any of my duties. She acts as a liaison between the faculty and me. If a teacher had a problem the assistant principal might bring it up to me if the teacher did not want to talk with me.

The assistant principal never obtains a substitute teacher or volunteer. Either I do it or my secretary does it.

10. I give a list of names and addresses of teachers to the Board Agent. This list constitutes the entire faculty at St. Leo's School with the exception of Joseph Kiernan, a physical education teacher who works 10 hours per week on a regular basis.

11. Teaching sisters are paid on a lower salary scale than lay faculty. Lay faculty and teaching sisters receive similar fringe benefits. Teaching sisters get the same blue cross and blue shield plan as lay faculty. However, the lay faculty has a dental insurance plan. If a teaching sister needs dental work, her bill is paid by the Grey Nuns of the Sacred Heart. The salary for teaching sisters is $5,500 per year per teacher and it is paid to the Coordinator of the Convent, Sister Mary Benedict on a monthly basis. The convent is owned by the Parish which provides living quarters for all the teaching sisters at St. Leo's. The living quarters are provided free of charge by the parish. The teaching sisters' salaries go to food, clothing and medical expenses of the sisters living at the Convent. The remainder of the salary goes to the Mother House of the Grey Nuns of the Sacred Heart. The teaching sisters take vows of poverty, chastity and obedience to all lawful church authority including the Pastor of St. Leo's. Teaching sisters get $30 per month budget distributed by the Coordinator of the Convent from salaries to cover certain expenses. I terminate the employment of teaching sisters. I notify the personnel placement board of the Order and not the Catholic Schools Office. All teaching sisters work under many of the conditions of employment as the lay faculty and must have the same educational qualifications as lay teachers at St. Leo's.

12. Last year during the school year 1973-1974 I became aware that teachers were trying to join a union. I received mail marked for Mr. Dennis Farrell at the school with the letterhead AFL-CIO. The mail was sent to

Farrell at the school. Each teacher has a mail box and mail addressed to a teacher is placed in the mail box by either the school secretary or myself. Also teachers who came to me in early 1974 told me about a meeting of lay teachers they attended where they discussed the pros and cons of a union. I did not ever spoke to Dennis Farrell about a union during the school year 1973-1974. I never talked to him about it at his teacher evaluation meeting with me. It could have been in May or June 1974. At the evaluation meeting, Farrell was annoyed at my evaluation of him. I did not find him as dedicated during the school year 1973-1974 as he was previously. I never talked to him about the mail he had received and never brought up the subject of the meeting to discuss a union that I knew about. At the evaluation meeting I just went over the evaluation I had prepared. He said he did not agree with it and I told him to submit a letter to go with the evaluation. The school has a copy of the letter and his evaluation in his file. I sent a copy of his evaluation and letter to the Catholic Schools Office.

13. I received a letter to the school from the Lay Faculty Association on the day before Thanksgiving requesting recognition of it for the lay teachers. Until I received this letter I had no inkling of organizational activities at the school since the 1973-1974 school year. After the Thanksgiving vacation on Monday, December 2, 1974 I noticed that Farrell had received a letter from the Lay Faculty Association at the school. During that day I found a copy of the letter I previously received in my mailbox.

14. A day after receiving this letter I had a meeting with Dennis Farrell in my office. Kathleen Dietsche was present. I thought it would be a good idea to have her there so I would not be misinterpreted. It was just a coincidence that Dietsche was present. She had come to me with pretzel money while Farrell was waiting for me and I asked her to stay. The meeting was because of an incident the day before. I was teaching because a teacher was absent. I

was supposed to meet teachers from 5th and 6th grade in faculty room after school. When I opened the faculty room door I saw 3 teachers, one crying, all upset. The teachers were Soldt, Dietsche, Zanetti. I asked what happened. They told me that during the Wednesday before Thanksgiving Mrs. Campo was told about union organization and during lunch in the faculty room on the day before my meeting with Farrell angrily told the members of the faculty that she was upset that the union organization had gone on behind her back and without discussing it with all the lay faculty. Soldt told me she was very upset and didn't want any part of the union.

14. At the meeting I told Farrell that I understood that some faculty members are working to bring an outside organization into St. Leo's. I said that I would use every means within the law to fight the organization because I strongly believe it is detrimental to the best interest of St. Leo's school. I said that if this organization has any value, why did it have to be done so secretly. I said I was disappointed because I was available for and open to suggestions. I said the St. Leo's had a very tight budget and was giving the teachers everything with our means. I told Farrell they received the highest parochial salary in the nation and good fringe benefits including the new dental plan. I said the AFT has fought against and to nonpublic schools. I said that when individuals organize they give up their rights to act individually. I said that no other elementary school in the Diocese has an outside organization bargaining for them. I said this because I had heard that Farrell told other lay teachers that other elementary schools were organized. I said that the uniqueness of the parochial school would be destroyed if an outside organization was brought in and said that our Catholic educational goals are contained in the Bishop's pastoral "To Teach As Jesus Did" which we will be discussing fully in the weeks ahead. I said that an outside organization bargaining for us would be contrary to our goals and that I wanted the staff of St. Leo's to work as a

unit. At one point Farrell said he couldn't think of any improvements needed in the school. I remember that Farrell said something about job security and I said there would be no job security if our schools were not open for jobs. I did not mention school or St. Leo's specifically. Farrell asked why teachers aren't told about their increments and I replied that as soon as I am advised about an increment advised by the Catholic schools office and that the Pastor approves it I let teachers know. I told Farrell that the teachers always get increments where some teachers in other Parishes do not. I never told Farrell that he was hurting his chances of tenure. I never said Farrell was dividing the faculty but I said to Farrell that because of the incident the previous day the faculty was divided. I also told Farrell that what I told him I intended to tell the faculty because his name was on the envelope from the union.

15. The next day I had a faculty meeting which was a regular Wednesday faculty meeting. I said the same thing at the meeting that I said to Farrell. I also said that I had already told Farrell what I was going to tell the faculty at the meeting. When I was talking about job security, I mentioned that it was an outside organization's policy that the last to be hired would be first to be let go. When I said at the meeting that that there would be no job security if the schools were not open I meant that Parishes were working with tight budgets. I said that Parishes were giving everything they could to teachers.

16. I never made any other statement about the union or an outside organization at any other time.

I have read the above affidavit consisting of 10 pages and hereby swear and affirm the facts therein are true and accurate to the best of my knowledge and belief.

Sister Mary Denis, G.N.S.H.

Sworn and subscribed to before me this 9th day of January 1975.

Jack D. Eisenberg, Board Agent

GENERAL COUNSEL'S EXHIBIT NO. 9

THE CATHOLIC SCHOO
DIOCESE OF BROOKLY

345 ADAMS STREET • 212 855-1511
BROOKLYN, NEW YORK 11201

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Mr. Farrell
St. Leo's School
104-19 40th Avenue
Corona, New York 11368

TO: Social Studies Coordinators

FROM: Sister M. Balthasare, C.S.F.N.

SUBJECT: Free Materials - Reader's Digest Social Science Readers.

Currently at the Catholic Schools Office there are 188 sets of Social Science Readers (7 books in all) forwarded by the Reader's Digest Educational Division. A sampling set is available for each school. I would kindly ask you or someone in your school to pick up a set, at your earliest convenience, at the Catholic Schools Office (fifth floor), 345 Adams Street, Brooklyn, N.Y. Please ask for Miss Helen Scuotto and she will serve you most graciously. We are holding the books until the end of May. After that time, the remaining books will be distributed to schools according to need for their use. The series itself may be used for enrichment purposes.

April 11, 1975
SMB/hs

GC-9.

GENERAL COUNSEL'S EXHIBIT NO. 11

I HEREBY APPLY FOR MEMBERSHIP IN THE LAY FACULTY ASSOCIATION, DIOCESE OF BROOKLYN.

Name [illegible] Male ✓ Female ___

Address [illegible] Number Street City State Zip

Phone [illegible] Age [illegible] School [illegible]

Degree Status: BA ___ BA+15 ___ BA+30 ___ MA ✓ MA+15 ___ MA+30 ___ PhD ___

Certification: Yes ✓ No ___ Credited years of service 6+

Field of Certification Social Studies / Secondary

Provisional ___ Permanent ✓

If not certified, how many credits toward certification? ___

Marital Status [illegible] Number of Children ___

Social Security Number [illegible]

****

DUES DEDUCTION AUTHORIZATION

I hereby designate LAY FACULTY ASSOCIATION Diocese of Brooklyn, as my representative, for the purpose of collective bargaining, and I hereby request and authorize my employer, according to arrangements agreed upon with the Union, to deduct from my salary and to transmit to the Union the dues, as certified by the Union. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and release my employer of any liability therefor. This authority shall be irrevocable for a period of one year, and shall continue in full force and effect for successive periods of one year unless revoked by me in writing by Certified Mail, Return Receipt Requested, to the Employer and the Union within thirty days prior to any anniversary date of this authorization.

Date [illegible] [illegible]
Employee's Signature

GENERAL COUNSEL'S EXHIBIT NO. 12

THE CATHOLIC SCHOOLS
DIOCESE OF BROOKLYN

345 ADAMS STREET • (212) 855-1511
BROOKLYN, NEW YORK 11201

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

October 1, 1974

Mrs. Barbara Matos
196-54 69 Avenue
Flushing, New York 11365

Dear Mrs. Matos:

Later on this year you will receive a copy of the new PERSONNEL HANDBOOK which will have the adjusted wording for maternity leave. However, in the meantime, let me assure you that the current wording is very much in effect and that there is no great change in what will be the new procedure. In either case, your rights will be carefully protected.

May I wish you well and with kindest regards,

Sincerely yours,

Brother Medard Shea, C.F.K.

Brother Medard Shea, C.F.K.
Assistant Superintendent

GENERAL COUNSEL'S EXHIBIT NO. 14

TEACHER REFERRAL

CATHOLIC SCHOOLS • DIOCESE OF BROOKLYN

APPROVAL WITHHELD PENDING INTERVIEW AT DIOCESAN OFFICE

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Miss Diana Mino
[illegible]
Melrose, New York 11420

Date of Referral: Sept. 11, 1972

Degree: B.S.(Pend.final trans.)

Experience (Total): 4mos.+Student teacher

Telephone Number: 343-6125

Salary Step: 1st

Alternate Telephone Number

Diocesan Salary Recommended at the annual rate of $ 6800.

Please contact the Reverend Principal at the school listed below to arrange for an interview regarding a teaching position in Intermediate Sept. 1972

The Principal has been informed that you will call within five days of receipt of this notice. Failure to do so will be interpreted as lack of interest in such a position in the Diocese and your application will therefore be removed from the pending file.

The results of the interview will be communicated to you by the Principal after the interview has been completed.

Sister Miriam, C.S.F.N.
St. John Cantius School
Blake Avenue & Vermont Street
Brooklyn, New York 11207

School Phone: EV 5-7494

Principal's Phone: DI 2-7031

DLM

FOR SCHOOL USE ONLY

Principal is to check one of the boxes below and return indicated copy to the Diocesan Schools Office. Any comment will be appreciated. Use return envelope supplied. Candidate should be informed of decision by Principal.

☐ Candidate accepted as of [illegible]

☐ Candidate unacceptable because [illegible]

☐ Candidate refused position because [illegible]

Signed [illegible] Sister Miriam, C.S.F.N.

Date [illegible] Title [illegible]

Applicant-White Copy
Personnel Office-Yellow Copy
Principal-Pink Copy

GC 14
in evid

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GENERAL COUNSEL'S EXHIBIT NO. 18

29-CA-4135



ROBERT M. GORDON
President

Lay Faculty Association

Diocese of Brooklyn

175-20 WEXFORD TERRACE
JAMAICA ESTATES, NEW YORK 11432

(212) 658-2727

November 23, 1974

Sr. Mary Denis
Principal
St. Leo Roman Catholic School
104-22 48th Avenue
Corona, New York 11368

Dear Sister Mary Denis:

A majority of the lay teachers at your school have designated the Lay Faculty Association as their collective bargaining representative.

The Lay Faculty Association requests that you recognize it as the sole collective bargaining representative for your lay teachers and that you set a date, time, and place to begin contract negotiations at your earliest convenience.

Hoping to hear from you shortly, at most within 10 days, and looking forward to a pleasant and fruitful relationship in the very best interest of Catholic Education and especially St. Leo's School, I am

Very truly yours,

Robert M. Gordon
President

RMG:we

G. C.

18

GENERAL COUNSEL'S EXHIBIT NO. 19

ST. LEO SCHOOL
104 - 18 49TH AVENUE
CORONA, NEW YORK 11368

December [illegible], 1971

Mr. Robert M. Gordon
President
Lay Faculty Association
175-20 Wexford Terrace
Jamaica, New York

Dear Mr. Gordon:-

In your recent letter you claim to represent the majority of my teachers. I do not believe that a majority of my teachers wish to be represented by your organization.

I, therefore, see no purpose in having a meeting with you.

Truly yours,

Sister Mary Denis, S.N.D.

Sister Mary Denis,
Principal

SMD:vp

GENERAL COUNSEL'S EXHIBIT NO. 23

THE CATHOLIC SCHOOLS DIOCESE OF BROOKLYN

345 ADAMS STREET • 212 855-1511
BROOKLYN, NEW YORK 11201

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Over the last year the designation of *Cluster* has been added to that of *Vicariate*, in speaking about the Churches and Schools in the Diocese of Brooklyn. The notion, *Cluster*, reflects the continuing response of this Diocese to the pastoral concerns that were developed in the Documents of Vatican II. These documents stressed the values of social justice, economic equity, and personal dignity and freedom, and urged collegial decision making on all levels as the means for achieving these values.

Bishop Mugavero introduced collegiality to our Diocese by appointing five Episcopal Vicars. He extended collegiality to the parishes when, in his 1972 Pastoral, "Baptizing Them and Teaching Them," he presented the concept of clustering as a "new approach in regard to Catholic elementary education."

This type of organization, consisting of several parishes in a given geographical area, would enable parishes "to share their combined resources and energy in sponsoring the best program of quality education that is possible to them."

Under the Bishop's strong leadership, reinforced in the efforts of his Vicars, the concept of clustering has been steadily implemented in the Brooklyn Diocese. In a number of clusters, this process has already resulted in greatly improved programs of quality education for children in those clusters. And, just as important, the very process itself has also had the effect of increasing mutual respect and appreciation among priests, people, and teachers in these clusters.

Undoubtedly this process of clustering will exert a similar influence in all 52 clusters of the Diocese in this coming year.

This edition of our Directory uses clusters and vicariates as the basis for identifying the churches and schools of the Diocese, as a reinforcement of the response of the Diocese to Vatican II. Since it is not what we are accustomed to, it will be a bit awkward, and take a few extra seconds, at first, to look a second place for a phone number or an address. Rather than be annoyed, after you dial, or before you copy down, look to see who the neighbors are, in this neighborhood which is one piece of the mosaic of the Church in Brooklyn.

The peace of Christ be with you! We look forward to a year of service.

Joseph P Bynon

Rev. Joseph P. Bynon
Superintendent of Schools

111

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PAGE 2 O GC EXHIBIT NO. 23

PARISHES

Saint Adalbert
52-29 83 Street Elmhurst 11373
Rev. Marion Tolczyk, OFM

Holy Cross
61-21 56 Road Maspeth 11378
Rev. Edward A. Fus

Saint Stanislaus
57-15 61 Street Maspeth 11378
Rev. Arthur C. Kammer

Transfiguration
64-14 56 Road Maspeth 11378
Rev. Francis J. Bulovas

Cluster D-12

SCHOOLS

Ascension 335-9755
86-37 53 Avenue Elmhurst 11373
Sister Barbara Ann, CSJ ☐ 1951/D

Saint Bartholomew 446-7575
44-15 Judge Street Elmhurst 11373
Sister Loretta Ferris, OP ☐ 1924/M
Brother Declan Bartelotti, OSF, Assistant

Saint Leo 592-7050
104-19 49 Avenue Corona 11368
Sister Mary Denis, GNSH ☐ 1924/M

PARISHES

Ascension
86-13 55 Avenue Elmhurst 11373
Rev. William F. Matters

Saint Bartholomew
43-22 Ithaca Street Elmhurst 11373
Rev. James F. Gotimer

Saint Leo
104-05 49 Avenue Corona 11368
Rev. Henry J. Byrne

Saint Paul The Apostle
98-16 55 Avenue Corona 11368
Rev. John B. Healey

Cluster D-13

SCHOOLS

Saint Alphonsus 389-3705
176 Java Street Brooklyn 11222
Sister Rita Carney, SSND ☐ 1926/D

Saint Anthony of Padua 383-5350
725 Leonard Street Brooklyn 11222
Sister Agnes Schwintek, CSJ ☐ 1875/M

PARISHES

Saint Alphonsus
177 Kent Street Brooklyn 11222
Rev. Ernest Fiorello

Saint Anthony of Padua
862 Manhattan Avenue Brooklyn 11222
Rev. Anthony F. Passarella

Cluster D-14

SCHOOLS

Saints Cyril and Methodius 389-4926
96 Dupont Street Brooklyn 11222
Sister M. Redempta, CSFN ☐ 1919/D

Saint Stanislaus Kostka 383-1970
10 Newell Street Brooklyn 11222
Sister M. Berchmans, CSFN ☐ 1928/M

PARISHES

Saints Cyril & Methodius
119 Eagle Street Brooklyn 11222
Rev. Leon S. Baltrucki

Holy Family
21 Nassau Avenue Brooklyn 11222
Rev. John F. Oravecz

Saint Stanislaus Kostka
607 Humboldt Street Brooklyn 11222
Rev. Joseph Szpilski, CM

RESPONDENT'S EXHIBIT NO. 2

ST. LEO'S FACULTY

Grade		
1-1	Mrs. Jeanne Van Valen	35-16 85th St., Jackson Hghts, NY 1137
1-2	Sr. Mary Antoinette	104-22 49th Ave/, Corona, NY 11368
2-1	Mrs. Corrinne Gatto	14-35 160th St., Beechhurst, NY 11357
2-2	Miss Maryann Bongiorno	28 Berkeley Place, Brooklyn, NY 11217
3-1	Sr. St. Joseph	104-22 48th Ave., Corona, NY 11368
3-2	Mrs. Vida Lanetti	40-11 104th St., Corona, NY 11368
4-1	Sr. Mary Madeleine	104-22 48th Ave., Corona, NY 11368
4-2	Mrs. Dora Campo	61-27 217th St., Bayside, NY 11364
5-1	Miss Katherine Soldt	84-10 34th Ave., Jackson Hgts.NY 11372
5-2	Miss Kathleen Dietsche	75-43 193rd St., Flushing, NY 11366
6-1	Miss Diana Mugno	87-16 Commonwealth Blvd.,Bellerose,NY 11426
6-2	Sr. Mary Ellen	104-22 48th Ave., Corona, NY 11368
7-1	Miss Mary Glascock	35-64 80th St., Jackson Hgnts.,NY 11372
7-2	Mrs. Annette DiRocco	71-08 64th St., Glendale, NY 11227
8-1	Sr. Mary Benedict	104-22 48th Ave., Corona, NY 11368
8-2	Mr. Dennis Farrell	29-58 200th St., Bayside, NY 11360

Resp's

2

slight

RESPONDENT'S EXHIBIT NO. 3

O.P.T.

Addenda – 12/3

1. Report card marks – hand in before
2. Parent-teacher sessions
3. "To Teach As Jesus Did"
4. Discussion time – grade levels discuss problem cases so parents receive same information – positive suggestions

I understand that some of you are working to bring an outside organization into St. Leo's School. I want you to know that I will use every means within the law to fight this organization.

I strongly believe that it is detrimental to the best interests of St. Leo's S.

If this organization has any value why did it have to be done so secretly – I am disappointed – am always available – open to suggestions – have asked for them.

We are working with tight budget – giving everything within our means highest parochial salary in nation, good fringe benefits.

AFT has fought against and to non-pub. schools.

When individuals organize they give up their rights to act individually – have a spokesman

No other school in Diocese has outside organ.

Uniqueness of parochial schools will be destroyed

Catholic Ed. Goals are contained in "To Teach As Jesus Did" which we will be discussing fully in the weeks ahead. Outside organ. contrary to goals. I want the staff of St. Leo's to work as a unit.

RESPONDENT'S EXHIBIT NO. 4

PAGE ONE

BUDGET

Dr. L30

☐ HIGH SCHOOL
☒ ELEMENTARY SCHOOL

12A 19 - 49th Ave
CORONA, N. Y. 11368
Address Zip Code

Signature of Principal

Diane M. Byrne - GR 3 1648
Name and Telephone Number of Person Preparing Statement Area Code

Number of Students as Reported in Previous September Census 667

STATEMENT OF BUDGETED RECEIPTS AND EXPENDITURES

FOR THE YEAR ENDING August 31, 1975

FOR CENTRAL OFFICE USE ONLY

RECEIPTS:			
401	Tuition — Parish	$ 96,000.-	
402	Tuition — Outside	$	
404	Registration Fees	$ 8,000.-	
405	Special Subject F	$ 1,075.-	
406	Activity Fees	$	
407	Sale of Books	$	
407.1	Sale of Workbooks	$ 6[illegible]75.-	
408	Rental of Books	$ 1,000.-	
409	Sales of Supplies	$ 3,375.-	
410	Cafeteria Sales	$	
411	Cafeteria Subsidy	$	
419.1	Candy Sales	$	
419.2	Trust Fund	$	
419.3	Gifts	$	
419.4	Endowment Fund	$	
419.5	Scholarship Fund	$	
419.6	Other	$ 3,000.-	
419.7	Exchange Account	$	$ 120,020.-
	Total	84,954.-	
403	Student Aid	$	
420	N.Y. State Mandated Service Payments		84,954.-
420.1	Other New York		$
420.2	Other	$	
	TOTAL RECEIPTS		$ 204,974.00

ANALYSIS OF SCHOOL EXPENSES:

ADMINISTRATION:

1	Salaries Professional—Religious (No. 1)	$ 5,500.-	
1.2	Lay (No.)		
3	Non Professional—Religious (No.)		
3.1	Lay (No. 1)	3,400.-	
	Supplies	1,500.-	
	Telephone	90.-	
7	Miscellaneous (Include Data Processing)	10.-	
	Total Administration		$ 12,500.-

(continued)

Resp't
In Evd.

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FOR THE YEAR ENDING August 31, 1975

ST. LEO

☐ HIGH SCHOOL
☑ ELEMENTARY SCHOOL

[redacted]
104 19 - 48th Ave
Corona, N. Y. 11[illegible]

Address

ANALYSIS OF SCHOOL EXPENSES: Continued

INSTRUCTION:			
511.1	Salaries, Professional—Religious (No. 5)	$ 27,500.00	
511.2	Lay (No. 1)	42,000.-	
511.3	Non Professional—Religious (No.)		
511.4	(Learning Consultants) Lay (No.)		
511.5	Professional—Lay Substitute	300.00	
511.6	Professional—Part Time (Art, etc.)	4,500.-	
512	Supplies	2,500.-	
513	Textbooks	1,600.-	
513.1	Workbooks	6,000.-	
514	Library	1,000.-	
515	Visual Aids	800.-	
516	Programmed Learning — Operational Costs		
517	Programmed Learning — Support Materials		
519	Miscellaneous	750.-	
519.1	Educational T.V.	1,600.-	
519.2	Car Expense	1,000.-	
	Total Instruction		$ 136,250.-
TRANSPORTATION:			
	NB This is for regular contract transport of children to daily classes. Do not enter costs of trips or excursions here. Most schools should leave this blank.		
521	Salaries	$	
522	Supplies		
523	Motor Vehicle Insurance (Not Automobile, See 604.6)		
524	Bus Hire		
528	Contract Services		
529	Miscellaneous		$ -0-
	Total Transportation		
OPERATION AND MAINTENANCE:			
531	Salaries	$ 14,300.-	
532	Supplies	1,200.-	
[illegible]	Heating	1,[illegible]00.-	
[illegible]	Utilities	3,500.-	
536	Repairs	5,000.-	
538	Contract Services (Excluding Repairs)	450.-	
539	Miscellaneous	300.-	
	Total Operation & Maintenance		$ 31,750.-

(continued)

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FOR THE YEAR ENDING January 31, 1975 — PAGE THREE

ST. LEO — ☐ HIGH SCHOOL ☒ ELEMENTARY SCHOOL — 104 19 49th Ave, CORONA, N. Y. 11368
Address — Zip Code

ANALYSIS OF SCHOOL EXPENSES: Continued

CAFETERIA:

NB This is only for schools which run their own food service, or hire help directly.
Do not enter concessionaire's expenses here.

541	Salaries	$	
542	Supplies		
543	Utilities		
544	Food and Beverages		
548	Contract Services		
549	Miscellaneous		
	Total Cafeteria		$ -0-

GENERAL:

601	Student Activities	$	500.00
602	Social Security Taxes		6,500.-
603	Pension Costs		2,000.-
604	Fire Insurance		3,000.-
604.1	Hospitalization, Major Medical		3,500.-
604.2	Disability		500.00
604.3	Workmen's Compensation		700.00
604.4	Unemployment		400.00
604.5	Liability		500.00
604.6	Automobile		
604.7	Other		
608	Replacements — Equipment		5,000.00
609	Miscellaneous		1,374.00
610	Assessment — Superintendent's Office		
610.1	Assessment — Religious Community		
	Total General Expenses		$ 24,474.-

FACULTY RESIDENCE

611.1	Salaries	$	
611.2	Retirement		
611.3	Hospitalization, Major Medical		
611.4	Insurance		
611.5	Repairs		
611.6	Utilities and Heating		
611.7	Telephone		
611.8	Miscellaneous		
	Total Faculty Residence		$

649 Exchange Account $

650 Capital Expense — Equipment and Plant

Total Expense (501-650) $

501 Debt Service — Principal

Debt Service — Interest

$

TOTAL EXPENSES $ 204,774.30

Total Salaries 601-611, 621-631-641

United States Court of Appeals

FOR THE SECOND CIRCUIT

NATIONAL LABOR RELATIONS BOARD,

Petitioner,

v.

No. 76-4021

ROMAN CATHOLIC DIOCESE OF BROOKLYN AND ST. LEO'S PARISH, AS JOINT OPERATORS OF ST. LEO'S SCHOOL,

Respondents.

CERTIFICATE OF SERVICE

I hereby certify that I have served by hand ~~by mail~~ 3 copies of the APPENDIX in the above-entitled case, on the following counsel of record, this 12 day of April 1976

Messrs. Lorens, Finn, Giardino & Lambos
Att: James Flynn, Esquire
25 Broadway
New York, N.Y. 10016

ELLIOTT MOORE
Deputy Associate General Counsel
National Labor Relations Board
Washington, D.C. 20570

ABS DUPLICATORS, INC.

Jack Crowley

1732 Eye Street, N.W.
Washington, D.C. 20006
Telephone: 298-5537